ရက်စွဲ။ ၂၇-၁၁-၂၀၁၉

CNTIC VPower YG1 Limited နှင့်စပ်လျဉ်း၍ လုပ်ငန်းဆောင်ရွက်မှုမှတ်တမ်း

စဉ်	ဆောင်ရွက်သည့်အကြောင်းအရာ	ဆောင်ရွက်သည့် ရက်စွဲ	အကြောင်းပြန် ကြားသည့်ရက်စွဲ/ ကုမ္ပဏီမှ တင်ပြ သည့် ရက်စွဲ	မှတ်ချက်
၁	စုံစမ်းမေးမြန်းခြင်း လျှောက်ထားလွှာ တင်ပြလာခြင်း	-	-	-
၂	စုံစမ်းမေးမြန်းခြင်း လျှောက်ထားလွှာ အပေါ် အကြောင်းပြန်ကြားခြင်း	-	-	-
၃	အဆိုပြုချက်အား လျှပ်စစ်နှင့်စွမ်းအင် ဝန်ကြီးဌာနမှ တင်ပြလာခြင်း	၈-၁၁-၂၀၁၉		
၄	အဆိုပြုချက်အား ကုမ္ပဏီမှ တင်ပြ လာ ခြင်း		၁၃-၁၁-၂၀၁၉	
၅	အဆိုပြုချက်အပေါ် ပြင်ဆင်တင်ပြရမည့် အချက်များ အကြောင်းကြား ခြင်း	-		
၆	အဆိုပြုချက် စိစစ်ရေးအဖွဲ့ အစည်း အဝေးသို့ တင်ပြခြင်း	၂၅-၁၁-၂၀၁၉ (၄၀/၂၀၁၉)		
၇	အဆိုပြုချက်အား လက်ခံကြောင်း ပြန် ကြားခြင်း	-		
၈	ကုမ္ပဏီမှ လိုအပ်ချက်များ ပြန်လည်ပေးပို့ ခြင်း	၂၇-၁၁-၂၀၁၉		
၉	အဆိုပြုချက်အား ကော်မရှင် အစည်း အဝေးသို့ တင်ပြခြင်း	၁၉/၂၀၁၉ (၂၉-၁၁-၂၀၁၉)		
	စုစုပေါင်းကြာမြင့်ရက်	၁၅ ရက်		

အကြောင်းအရာ။ ရခိုင်နူန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် CNTIC VPower YG1 Limited တည်ထောင်ပြီး IPP (BOO) စနစ်ဖြင့် ၄၀၀ မဂ္ဂါဝပ် LNG စွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ် ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုချက် တင်ပြလာခြင်းကိစ္စ

၁။	ကုမ္ပဏီအမည်	- CNTIC VPower YG1 Limited
	ရင်းနှီးမြှုပ်နှံသူ	- Mr. Lo Siu Yuen
	ရင်းနှီးမြှုပ်နှံမှုပုံသဏ္ဍာန်	- ရခိုင်နူန်းပြည့် နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှု CV Myanmar YG1 Limited(ဟောင်ကောင်) ၁၀၀%
	လုပ်ငန်းအမျိုးအစား	- IPP(BOO)စနစ်ဖြင့် ၄၀၀ မဂ္ဂါဝပ် LNG စွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံတည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း
၂။	တည်နေရာ	- လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာနပိုင် သာကေတဓာတ်အားပေးစက်ရုံ၊ သာကေတမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး
၃။	မြေပိုင်ရှင်	- လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း
	မြေအကျယ်အဝန်း	- ၄၀ ဧက
	နှစ်စဉ်မြေငှားရမ်းခ	- တစ်နှစ် တစ်ဧကလျှင် အမေရိကန်ဒေါ်လာ ၁၂,၁၄၁
	မြေအသုံးပြုခွင့်သက်တမ်း	- ၆ နှစ်
၄။	ရင်းနှီးမြှုပ်နှံမှုသက်တမ်း	- ၅ နှစ်
၅။	တည်ဆောက်မှုကာလ	- ၁ နှစ်
၆။	စုစုပေါင်းမတည်ငွေရင်း ပမာဏ	- US$ ၃၆၃.၀၇ သန်း

ထည့်ဝင်သည့်အမျိုးအစား	စုစုပေါင်း US$(သန်း)
ငွေသား	၉.၆၂
စက်ပစ္စည်းတင်သွင်းမည့် ငွေသားတန်ဖိုး	၃၅၃.၄၅
စုစုပေါင်း	**၃၆၃.၀၇**

၇။	ရောင်းချမည့်နည်းစနစ်	-ပြည်တွင်း ၁၀၀%

၈။ ထုတ်လုပ်မှုနှင့်ရောင်းဈေးနှုန်း

ထုတ်လုပ်မည့် လျှပ်စစ်ဓာတ်အား (ကီလိုဝပ်နာရီပေါင်း)	တစ်ယူနစ် ဈေးနှုန်း(အခွန်မပါ) (US$)	ရရှိမည့်ဝင်ငွေ US$(သန်း)
၁,၇၅၆,၈၀၀,၀၀၀	၀.၁၁၆	၂၀၄.၁၂၃

၉။ ဝန်ထမ်းခန့်ထားမှု

	ပြည်တွင်း	ပြည်ပ
ဦးရေ	၂၆၆ ဦး	၅၇ ဦး
အမြင့်ဆုံးလစာ	US$ ၃၂၄	US$ ၂,၅၄၈
အနိမ့်ဆုံးလစာ	US$ ၁၄၉	US$ ၂,၁၀၀

၁၀။	ငွေကြေးအထောက်အထား	- ငွေကြေး အထောက်အထားအဖြစ် VPower Group International Holdings Limited မှ Standard Chartered Central Branch (Hong Kong) ၌ ၂၇-၉-၂၀၁၉ ရက်စွဲဖြင့် ဟောင်ကောင်ဒေါ်လာ ၆၆၃,၈၂၅.၀၄ ရှိကြောင်း တင်ပြထားပါသည်။
၁၁။	CSR	- လူမှုရပ်ရွာ အကျိုးပြုမှု အစီအစဉ်အနေဖြင့် အသားတင်အမြတ်မှ ၂% အား နှစ်စဉ်သုံးစွဲသွားမည်ဖြစ်ကြောင်း တင်ပြထားပါသည်။
၁၂။	အခြားတင်ပြချက်များ	- လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရေးလုပ်ငန်းနှင့် Consortium of China National Technical Import & Export Corporation, VPower Group Holdlings Ltd., VPower Holdings Limited တို့အကြား ၂၀၁၉ ခုနှစ် စက်တင်ဘာလ ၆ ရက်နေ့ ရက်စွဲဖြင့် ချုပ်ဆိုထားသော Letter of Acceptance (LOA) အား တင်ပြထားပါသည်။ - လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရေးလုပ်ငန်းနှင့် Consortium of China National Technical Import & Export Corporation, VPower Group Holdings Ltd., VPower Holdings Limited တို့ကြား ချုပ်ဆိုမည့် လျှပ်စစ်ဓာတ်အား ဝယ်ယူရေးစာချုပ် (Power Purchase Agreement) (မူကြမ်း) အား တင်ပြထားပါသည်။

ကန့်သတ်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊ မရက- ၅(လ)/ခ-၀၀၉/၂၀၁၉(၅၃၇)

ရက်စွဲ၊ ၂၀၁၉ ခုနှစ် နိုဝင်ဘာလ ၂၇ ရက်

မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်သို့
တင်ပြသည့် အမှာစာ

အကြောင်းအရာ။ **ရခိုင်နှုန်းပြည့် နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှုဖြင့် CNTIC VPower YG1 Limited တည်ထောင်ပြီး IPP(BOO) စနစ်ဖြင့် ၄၀၀ မဂ္ဂါဝပ် LNG စွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုတင်ပြလာ ခြင်းကိစ္စ**

၁။ ရခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ဟောင်ကောင်မှ CV Myanmar YG1 Limited သည် မြန်မာနိုင်ငံတွင် CNTIC VPower YG1 Limited တည်ထောင်ပြီး လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီး ဌာနပိုင် ရန်ကုန်တိုင်းဒေသကြီး၊ သာကေတ ဓာတ်အားပေးစက်ရုံအတွင်းတွင် IPP (BOO) စနစ်ဖြင့် ၄၀၀ မဂ္ဂါဝပ် LNG စွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်းအား မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ဥပဒေနှင့်အညီ ဆောင်ရွက်ခွင့်ပြုပါရန် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်သို့ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနမှတစ်ဆင့် အဆိုပြုချက် တင်ပြလာပါသည်။ **နောက်ဆက်တွဲ-က**

၂။ အဆိုပြုချက်နှင့်အတူ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေး လုပ်ငန်းနှင့် Consortium of China National Technical Import & Export Corporation, VPower Group Holdlings Ltd., VPower Holdings Limited တို့အကြား ၂၀၁၉ ခုနှစ် စက်တင်ဘာလ ၆ ရက်နေ့ ရက်စွဲဖြင့် ချုပ်ဆိုထားသော Letter of Acceptance (LOA) နှင့်အတူ လျှပ်စစ်ဓာတ်အားဝယ်ယူရေးစာချုပ်(မူကြမ်း)တို့အား ပူးတွဲတင်ပြ ထားပါသည်။

၃။ လုပ်ငန်းစီမံကိန်း သက်တမ်းကာလနှင့် ဓာတ်အားပေးစက်ရုံ ငှားရမ်းသည့် ကာလမှာ စီးပွားဖြစ်လုပ်ငန်း စတင်လည်ပတ်သည့်နေ့မှစ၍ လပေါင်း ၆၀ ဖြစ်ပြီးတည်ဆောက်ရေးကာလမှာ တစ်နှစ် ဖြစ်ပါသည်။

၄။ အဆိုပြုလုပ်ငန်း၏ စုစုပေါင်း မတည်ငွေရင်းပမာဏမှာ အမေရိကန်ဒေါ်လာ ၃၆၃.၀၇ သန်းဖြစ်ပြီး ရင်းနှီးမြှုပ်နှံမှုပုံစံမှာ အောက်ပါအတိုင်းဖြစ်ပါသည်-

	စုစုပေါင်း US$ သန်း
ငွေသား	၉.၆၂
စက်ပစ္စည်းတင်သွင်းမည့် ငွေသားတန်ဖိုး	၃၅၃.၄၅
စုစုပေါင်း	၃၆၃.၀၇

ကန့်သတ်

၅။ လုပ်ငန်းဆောင်ရွက်ရန်အတွက် ပြည်တွင်းမှဝန်ထမ်း ၂၆၆ ဦး၊ ပြည်ပဝန်ထမ်း ၅၇ ဦး ခန့်ထားမည်ဖြစ်ပါသည်။ ပြည်တွင်းဝန်ထမ်းတစ်ဦး၏ အနိမ့်ဆုံးလစာမှာ US$ ၁၄၉ နှင့် အမြင့်ဆုံးလစာမှာ US$ ၃၂၄ ဖြစ်ပါသည်။ ပြည်ပဝန်ထမ်းတစ်ဦး၏ အနိမ့်ဆုံးလစာမှာ US$ ၂,၁၀၀ နှင့် အမြင့်ဆုံး လစာမှာ US$ ၂,၅၄၈ ဖြစ်ပါသည်။

၆။ လုပ်ငန်းမှ ထွက်ရှိသော လျှပ်စစ်ဓာတ်အားကို ပြည်တွင်းတွင် ၁၀၀% ရောင်းချမည်ဖြစ်ပါသည်။ လျှပ်စစ်ဓာတ်အား (ပထမနှစ်) တွင် ကီလိုဝပ်နာရီသန်းပေါင်း ၁,၇၅၆.၈၀ ထုတ်လုပ်မည်ဖြစ်ပြီး ဓာတ်အားခ တစ်ယူနစ်လျှင် US$ ၁၂.၂ cents နှုန်းဖြင့် ရောင်းချမည်ဖြစ်ပါသည်။

၇။ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရေးလုပ်ငန်းနှင့် Consortium of China National Technical Import & Export Corporation, VPower Group Holdings Ltd., VPower Holdings Limited တို့ကြား ချုပ်ဆိုမည့် လျှပ်စစ်ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) အားတင်ပြထားပါသည်။ အဆိုပါ စာချုပ် (မူကြမ်း)ပါ အဓိကအချက်အလက်များမှာ အောက်ပါအတိုင်း ဖြစ်ပါသည်-

(က) ကုမ္ပဏီသည် သာကေတ ဓာတ်အားပေးစက်ရုံနှင့် ၂၃၀ ကေဗွီ သာကေတဓာတ်အားခွဲရုံနှင့် ချိတ်ဆက်မည့် ၂၃၀ ကေဗွီ ဓာတ်အားလိုင်းအသစ်၊ ဂတ်စ်ပိုက်လိုင်းအသစ်၊ gas station နှင့် jetty များအား တည်ဆောက်ရမည်ဖြစ်ပါသည်။ **အပိုဒ်-၃-ခ(၂၀)**

(ခ) ကုမ္ပဏီမှ မြေအသုံးပြုခအတွက် တစ်နှစ် တစ်ဧကလျှင် US$ ၁၂,၁၄၁ ပေးချေရမည်ဖြစ်ပါသည်။ **အပိုဒ်-၃-ခ(၂၈)**

(ဂ) လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရေးလုပ်ငန်းသည် capacity charges fuel charges and other payments ကို ပေးချေသည့်နေ့တွင် မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်မှ သတ်မှတ်သည့်ငွေလဲနှုန်းဖြင့် လစဉ်ပေးချေရမည်ဖြစ်ပါသည်။ **အပိုဒ်-၄(စ)**

(ဃ) လျှပ်စစ်ဓာတ်အားပေးစက်ရုံ ငှားရမ်းသည့်သက်တမ်းမှာ စာချုပ် လက်မှတ် ရေးထိုးသည့်နေ့မှစ၍ အသက်ဝင်မည်ဖြစ်ပြီး စီးပွားဖြစ် လုပ်ငန်း စတင်လည်ပတ်သည့် နေ့မှစ၍ ဖျက်သိမ်းခြင်း သို့မဟုတ် တိုးချဲ့ခြင်း မဆောင်ရွက်ပါက လပေါင်း ၆၀ ဖြစ်သည်။နှစ်ဦးနှစ်ဖက်သဘောတူညီမှုဖြင့်သက်တမ်းတိုးမြှင့်နိုင်သည်။

အပိုဒ်-၆(ကနှင့်ခ)

(င) ကုမ္ပဏီသည် LNG ရရှိနိုင်မှုအား တာဝန်ယူဆောင်ရွက်ရမည်ဖြစ်ပါသည်။

အပိုဒ်၇-ခ(၁)

၈။ ငွေကြေးအထောက်အထားအဖြစ် VPower Group International Holdings Limited မှ Standard Chartered Central Branch (Hong Kong) ၌ ၂၇-၉-၂၀၁၉ ရက်စွဲဖြင့် ဟောင်ကောင်ဒေါ်လာ ၆၆၃,၈၂၅.၀၄ ရှိကြောင်း တင်ပြထားပါသည်။

စိစစ်တင်ပြချက်

၉။ အောက်ပါအတိုင်း စိစစ်တင်ပြအပ်ပါသည်-

(က) ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာန၊ မူဝါဒနှင့် ဥပဒေရေးရာ ဌာနခွဲမှ ကော်မရှင် ခွင့်ပြုမိန့်နှင့် ဆုံးဖြတ်ချက်(မူကြမ်း)အား ဥပဒေနှင့်ညီညွတ်မှုရှိကြောင်း စိစစ်ပြီး ဖြစ်ပါသည်။

(ခ) အဆိုပြုလုပ်ငန်းမှ ဝန်ထမ်းများ လူမှုဖူလုံရေးနှင့် သက်သာချောင်ချိမှု ဆောင်ရွက်မည့် အစီအစဉ်များ၊ မီးဘေးကြိုတင် ကာကွယ်ရေးအစီအစဉ်များနှင့် Corporate Social Responsibility (CSR) အစီအစဉ်များကို တင်ပြထားပါသည်။

(ဂ) အဆိုပြုစီမံကိန်း၏ ဓာတ်အားပေးစက်ရုံ၊ Floating Storage Unit၊ အခြေခံ အဆောက်အအုံများနှင့် ဆက်စပ်သော စက်ပစ္စည်းများအား စီမံကိန်းပြီးဆုံးပါက ကုမ္ပဏီမှ ပိုင်ဆိုင်မည်ဖြစ်ကြောင်းနှင့် စက်ရုံဝန်းပြင်ပရှိ အသစ်တည်ဆောက်ထား သော ဓာတ်အားပေးစနစ်နှင့် transmission line အား EPGE သို့ အခမဲ့လွှဲပြောင်း ရမည်ဖြစ်ကြောင်း တင်ပြထားပါသည်။

(ဃ) ကုမ္ပဏီနှင့် ၅ နှစ်စာ ဓာတ်အားဝယ်ယူရေးစာချုပ် ချုပ်ဆိုနိုင်ရေးအတွက် သက်ဆိုင် ရာဌာနများသို့ စာချုပ်မူကြမ်းပေးပို့၍ သဘောထားမှတ်ချက်များ တောင်းခံခဲ့ပြီး အဆိုပါ သဘောထားမှတ်ချက်များနှင့် အညီ စာချုပ်အားပြင်ဆင်နိုင်ရေး ကုမ္ပဏီနှင့် ညှိနှိုင်း ဆောင်ရွက်လျက်ရှိကြောင်းနှင့် Gas Engine နှင့်ဆက်စပ်ပစ္စည်းများ အချိန်မီ တင်သွင်းနိုင်ရေးအတွက် လိုအပ်သလို ကူညီဆောင်ရွက်ပေးနိုင်ပါရန် လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာနမှ ၂၀၁၉ခုနှစ် နိုဝင်ဘာလ ၁၈ ရက်နေ့ရက်စွဲပါစာဖြင့် တင်ပြ ထားပါသည်။ **နောက်ဆက်တွဲ-ခ**

ဆုံးဖြတ်ရန်အချက်

၁၀။ ရခိုင်ပြည်နယ်ပြည်နယ် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် CNTIC VPower YG1 Limited မှ IPP (BOO) စနစ်ဖြင့် ၄၀၀ မဂ္ဂါဝပ် LNG စွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံတည်ဆောက်၍ လျှပ်စစ် ဓာတ်အား ထုတ်လုပ် ရောင်းချခြင်း လုပ်ငန်းအား မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ဥပဒေအရ ဆောင်ရွက် ခွင့်ပြု ပါရန် အဆိုပြု ချက် တင်ပြလာခြင်းကိစ္စနှင့် စပ်လျဉ်း၍ ခွင့်ပြုမိန့်ထုတ်ပေးရန် သဘောတူ-မတူ။

ဥက္ကဋ္ဌ( )

(မြသူဇာ၊ တွဲဖက်အတွင်းရေးမှူး)

မိတ္တူကို

ရုံးလက်ခံ

နောက်ဆက်တွဲ-က

ကန့်သတ်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

စာအမှတ်၊ MOEE- ၂/(၁၅)/(c)/(VPower)(၁၈၄၇၉) /၂၀၁၉

ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ် ၊ နိုဝင်ဘာ လ ၈ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **CNTIC VPOWER YG1 LIMITED မှ သာကေတတွင် အကောင်အထည်ဖော်ဆောင်ရွက်မည့် ဓာတ်အားပေးစက်ရုံ တည်ဆောက်ခြင်းလုပ်ငန်းအတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ ခွင့်ပြုမိန့် လျှောက်ထားခြင်းအား ထောက်ခံတင်ပြခြင်းကိစ္စ**

၁။ ၂၀၂၀ ခုနှစ်၊ နွေရာသီတွင် တိုးတက်သုံးစွဲလာမည့် နိုင်ငံတော်၏ လျှပ်စစ်ဓာတ်အားလိုအပ်ချက်ကို အချိန်မီဖြည့်ဆည်းပေးနိုင်ရန် ဓာတ်အားပေးစက်ရုံစီမံကိန်း(၅)ခုကို Independent Power Producer, Build Operate Own (IPP/BOO) စနစ်ဖြင့် (၅)နှစ်စာ PPA စာချုပ်ချုပ်ဆို၍ ဝယ်ယူနိုင်ရန်အတွက် ပြည်ထောင်စု အစိုးရအဖွဲ့ အစည်းအဝေး အမှတ်စဉ် (၁၂/၂၀၁၉)၏ သဘောတူ ဆုံးဖြတ်ချက်ဖြင့် ၂၈-၆-၂၀၁၉ ရက်မှစ၍ တင်ဒါခေါ်ဆိုဆောင်ရွက်ခဲ့ပါသည်။

၂။ အထက်ပါ စီမံကိန်း(၅)ခုအနက် သာကေတ (၄၀၀) မဂ္ဂါဝပ် ဓာတ်အားပေးစက်ရုံစီမံကိန်းအတွက် တစ်ယူနစ် စုစုပေါင်း ဈေးနှုန်းအနည်းဆုံးဖြင့် ဆောင်ရွက်မည့် The Consortium of CNTIC and VPower အား တင်ဒါအောင်မြင်သူအဖြစ် သတ်မှတ်၍ စီမံကိန်း စတင်အကောင်အထည်ဖော် ဆောင်ရွက်နိုင်ရေး Letter of Acceptance (LOA) ကို ၆-၉-၂၀၁၉ ရက်နေ့တွင် ထုတ်ပေးခဲ့ပြီး အဆိုပါကုမ္ပဏီအဖွဲ့မှ စီမံကိန်းလုပ်ငန်းများ ဆောင်ရွက်လျက်ရှိပါသည်။

၃။ ထို့အပြင် The Consortium of CNTIC and VPower သည် China National Technical Import & Export Corporation, VPower Group Holdings Ltd. နှင့် VPower Holdings Ltd ကုမ္ပဏီများဖြင့် ဖွဲ့စည်းထားပြီး၊ ဓာတ်အားဝယ်ယူရေးစာချုပ်ချုပ်ဆိုနိုင်ရေးနှင့် ဓာတ်အားပေးစက်ရုံတည်ဆောက် ခြင်း၊ မောင်းနှင်ခြင်းများ ဆောင်ရွက်နိုင်ရန် (၃-၁၀-၂၀၁၉)ရက်နေ့တွင် CNTIC VPOWER YG1 LIMITED အမည်ဖြင့် Project Company တည်ထောင်ခဲ့ပါသည်။

၄။ ထို့နောက် အဆိုပါစီမံကိန်းအတွက် ဓာတ်အားဝယ်ယူရေး သဘောတူစာချုပ်ချုပ်ဆိုနိုင်ရေး ဌာနနှင့်ကုမ္ပဏီတို့အကြားနှစ်ဖက်သဘောတူညီပြီးဖြစ်သည့် စာချုပ်မူကြမ်းများအား ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၊ ပြည်ထောင်စုစာရင်းစစ်ချုပ်ရုံး၊ စီးပွားရေးနှင့်ကူးသန်းရောင်းဝယ်ရေးဝန်ကြီးဌာန၊ စီမံကိန်းနှင့် ဘဏ္ဍာရေးဝန်ကြီးဌာန၊ ရင်းနှီးမြှုပ်နှံမှုနှင့်နိုင်ငံခြားစီးပွားဆက်သွယ်ရေးဝန်ကြီးဌာန၊ မြန်မာ

ကန့်သတ်

နိုင်ငံတော်ဗဟိုဘဏ်နှင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်များသို့ပေးပို့၍ သဘောထားမှတ်ချက် တောင်းခံထားပါသည်။

၅။ သို့ဖြစ်ပါ၍ CNTIC VPOWER YG1 LIMITED မှ ဓာတ်အားပေးစက်ရုံ တည်ဆောက်ပြီး မြန်မာနိုင်ငံအတွင်း လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရောင်းချရန်အတွက် လုပ်ထုံးလုပ်နည်းများနှင့်အညီ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ လျှောက်ထားမှုအပေါ် လိုအပ်သလိုကူညီဆောင်ရွက်ပေးနိုင်ပါရန် ညွှန်ကြားချက်အရ မေတ္တာရပ်ခံအပ်ပါသည်။

ပူးတွဲလျက်။ CNTIC VPOWER YG1 LIMITED ၏ သာကေတ ဓာတ်အားပေးစက်ရုံ စီမံကိန်းအတွက် အဆိုပြုတင်ပြချက် - (၁) အုပ်

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)
(တင်မောင်ဦး၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို -
လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း
ရုံးလက်ခံ/မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

ဝင်စာအမှတ်	M4-1506
ရက်စွဲ	20.11.2019

စာအမှတ်၊MOEE-၂/(၁၅)/(သာကေတ)/(၁၈၈၆၈)/၂၀၁၉

ရက်စွဲ ၊၂၀၁၉ ခုနှစ်၊ နိုဝင်ဘာလ ၁၈ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ ရန်ကုန်တိုင်းဒေသကြီး၊ သာကေတမြို့နယ်တွင်တည်ဆောက်မည့် ၄၀၀ မဂ္ဂါဝပ် သာကေတဓာတ်အားပေးစက်ရုံအတွက် CNTIC VPower YG1 Limited မှ Gas Engine များနှင့်ဆက်စပ်ပစ္စည်းများ အချိန်မီတင်သွင်းနိုင်ရန်အတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ကြိုတင်ခွင့်ပြုမိန့်ထုတ်ပေးနိုင်ပါရန် ထောက်ခံတင်ပြခြင်း ကိစ္စ

ရည်ညွှန်းချက် ။ ဤဝန်ကြီးဌာန၏၈-၁၁-၂၀၁၉ ရက်စွဲပါစာအမှတ်-MOEE-၂/(၁၅)/(င)/ (VPower) (၁၈၄၇၉)/၂၀၁၉

၁။ ရန်ကုန်တိုင်းဒေသကြီး ၊ သာကေတမြို့နယ်တွင် ၄၀၀ မဂ္ဂါဝပ် သာကေတဓာတ်အားပေးစက်ရုံအား CNTIC VPower YG1 Limited မှ တည်ဆောက်ပြီး မြန်မာနိုင်ငံအတွင်း လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချရန်အတွက် လုပ်ထုံးလုပ်နည်းများနှင့်အညီ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ လျှောက်ထားမှုအပေါ် လိုအပ်သလို ကူညီဆောင်ရွက်ပေးနိုင်ပါရန် ရည်ညွှန်းချက်ပါစာဖြင့် ညှိနှိုင်းမေတ္တာရပ်ခံခဲ့ပါသည်။

၂။ အဆိုပါကုမ္ပဏီနှင့်(၅)နှစ်စာ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase Agreement) ချုပ်ဆိုနိုင်ရေးအတွက် သက်ဆိုင်ရာဌာနများသို့ စာချုပ်မူကြမ်းပေးပို့၍ သဘောထားမှတ်ချက်များ တောင်းခံခဲ့ပြီး၊ အဆိုပါသဘောထားမှတ်ချက်များနှင့်အညီ စာချုပ်အားပြင်ဆင်နိုင်ရေး ကုမ္ပဏီနှင့် ညှိနှိုင်းဆောင်ရွက်လျက် ရှိပါသည်။

၃။ ဤဝန်ကြီးဌာနမှ CNTIC VPower YG1 Limited သို့ Letter of Acceptance (LOA) ထုတ်ပေးခဲ့သော ၆-၉-၂၀၁၉ ရက်နေ့မှစ၍ ကုမ္ပဏီသည်စီမံကိန်းလုပ်ငန်းများကို စတင်အကောင်အထည်ဖော်ဆောင်ရွက်ခဲ့ရာ လက်ရှိတွင် စီမံကိန်းမြေနေရာအား ရှင်းလင်းပြီးစီးပြီဖြစ်၍ Gas Engine များတည်ဆောက်နိုင်ရန် Civil Works များဆောင်ရွက်လျက်ရှိပါသည်။ ထို့အပြင် စီမံကိန်းတွင် တပ်ဆင်အသုံးပြုမည့် ပူးတွဲစာရင်းပါ Gas Engines နှင့်ဆက်စပ်ပစ္စည်းများမှာ မြန်မာနိုင်ငံသို့တင်သွင်းရန် အဆင်သင့်ဖြစ်နေပြီး၊ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ကြိုတင်ခွင့်ပြု

မိန့်ထုတ်ပေးရရှိပါက မြန်မာနိုင်ငံသို့ အလျင်အမြန် ပို့ဆောင်၍ စီမံကိန်းတွင် တပ်ဆင်တည်ဆောက်သွားမည်ဖြစ်ပါသည်။

၄။ သို့ဖြစ်ပါ၍ ရန်ကုန်တိုင်းဒေသကြီး၊ သာကေတမြို့နယ်တွင် တည်ဆောက်မည့် ၄၀၀ မဂ္ဂါဝပ် သာကေတဓာတ်အားပေးစက်ရုံအတွက် လုပ်ငန်းဆောက်ရွက်မည့် CNTIC VPower YG1 Limited မှ Gas Engines နှင့် ဆက်စပ် ပစ္စည်းများအချိန်မီတင်သွင်းနိုင်ရန်အတွက် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ကြိုတင်ခွင့်ပြုမိန့်ထုတ်ပေးနိုင်ရေး လိုအပ်သလို ကူညီဆောင်ရွက်ပေးနိုင်ပါရန် ညှိနှိုင်းမေတ္တာရပ်ခံအပ်ပါသည်။

ပူးတွဲ ။ သာကေတဓာတ်အားပေးစက်ရုံအတွက်တင်သွင်းမည့်ပစ္စည်းစာရင်း

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)

(တင်မောင်ဦး၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို

စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာန

စီးပွားရေးနှင့်ကူးသန်းရောင်းဝယ်ရေးဝန်ကြီးဌာန

Annex 3 - List of imported Machinery & Equipment

CNTIC VPOWER YGI LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

Unit: USD unless otherwise stated

No.	Hscode	Description of Goods	UnitCode	Unit Price	Quantity	Value (USD)
1	8502XXXX	20FT/40FT HQ Containerized 2026kw Gas Generator sets	Set	855,000.00	79	67,545,000.00
2	8502XXXX	20FT/40FT HQ Containerized 1562kw Gas Generator Sets	Set	713,000.00	11	7,843,000.00
3	8502XXXX	20FT HQ Containerized 1169kw Gas Generator Sets	Set	534,000.00	10	5,340,000.00
4	8502XXXX	20FT HQ Containerized 1562kw Gas Generator Sets	Set	713,000.00	81	57,753,000.00
5	8407XXXX	18810kw Gas Generator Sets (Engine and Accessories)	Set	9,867,000.00	8	78,936,000.00
6	8516XXXX	18810kw Gas Generator Sets (Radiator)	Set	380,000.00	8	3,040,000.00
7	8412XXXXX	18810kw Gas Generator Sets (EG Silencer)	Set	78,000.00	8	624,000.00
8	8421XXXX	18810kw Gas Generator Sets (Charge Air Filter)	Set	86,000.00	8	688,000.00
9	8501XXXX	18810kw Gas Generator Sets (Generator 18471kw)	Set	1,850,000.00	8	14,800,000.00
10	8503XXXX	18810kw Gas Generator Sets Auxiliary Equipment	Set	1,620,000.00	8	12,960,000.00
11	8502XXXX	Black Start Diesel Generator Sets	Set	250,000.00	10	2,500,000.00
12	8503XXXX	Generator Sets Auxiliary Equipment (Pump module, Muffler,Pressure Regulating Valve Assembly, Fan Assembly, Rain hat, Exhaust pipe,Ladder,Air vent)	Set	58,000.00	181	10,498,000.00
13	8502XXXX	ORC House Power Generator	Set	138,000.00	160	22,080,000.00
14	8503XXXX	Exhaust Gas Heat Exchanger	Set	22,000.00	160	3,520,000.00
15	8503XXXX	Stainless steel pipeline (for ORC House Power Generator)	Set	5,000.00	160	800,000.00
16	8504XXXX	Oil-immersed 40MVA 230/33KV Transformer	Set	500,000.00	3	1,500,000.00
17	8504XXXX	Oil-immersed 65MVA 230/33KV Transformer	Set	810,000.00	2	1,620,000.00
18	8504XXXX	Oil-immersed 90MVA 230/11KV Transformer	Set	1,125,000.00	2	2,250,000.00
19	8504XXXX	Oil-immersed 3.6MVA 0.4/0.6/11/33KV Transformer	Set	100,000.00	57	5,700,000.00
20	8504XXXX	Oil-immersed 2.5MVA 0.4/0.6/11/33KV Transformer	Set	68,000.00	23	1,564,000.00
21	8516XXXX	Radiator	Set	40,000.00	185	7,400,000.00

22	8537XXXXXX	Switchgear	Lot	4,880,000.00	1	4,880,000.00
23	8535XXXXXX	Isolation Switch	Set	299,500.00	8	2,396,000.00
24	8537XXXXXX	Low Voltage Control Panel	Lot	2,087,000.00	1	2,087,000.00
25	8503XXXX	Gas Meter and Regulator Module	Set	800,000.00	1	800,000.00
26	8537XXXX	230kV Over Head Line System Euipment	Lot	2,722,000.00	1	2,722,000.00
27	8543XXXX	Central Control System	Lot	268,000.00	1	268,000.00
28	8544XXXXXX	300 sqmm 35KV Medium Voltage Power cables	Meter	36.00	13000	468,000.00
29	8544XXXXXX	300 sqmm 10KV Medium Voltage Power Cables	Meter	34.00	40000	1,360,000.00
30	8544XXXXXX	70 sqmm 10KV Medium Voltage Power Cables	Meter	14.52	12500	181,500.00
31	8544XXXXXX	0.6/1KV Low Voltage Power Cables	Meter	4.00	3000	12,000.00
32	8544XXXXXX	300 sqmm Low Voltage Power Cables	Meter	25.20	39000	982,800.00
33	8544XXXXXX	3x70 sqmm Low Voltage Power Cables	Meter	21.64	21000	454,440.00
34	8544XXXXXX	95 sqmm Low Voltage Power Cables	Meter	9.60	8000	76,800.00
35	8544XXXXXX	Two-core Shielding Wire	Meter	0.48	38430	18,446.40
36	8544XXXXXX	10X1 sqmm Low Voltage Power Cables	Meter	1.80	9500	17,100.00
37	8544XXXXXX	6X1 sqmm Low Voltage Power Cables	Meter	0.96	12000	11,520.00
38	8544XXXXXX	1.5 sqmm Low Voltage Power Cables	Meter	0.36	13000	4,680.00
39	8544XXXXXX	2.5 sqmm Low Voltage Power Cables	Meter	0.36	25500	9,180.00
40	7609XXXXX	Cable Ladder	Lot	481,200.00	1	481,200.00
41	8413XXXX	Fire Systems with Accessories	Lot	124,500.00	1	124,500.00
42	8427XXXX	Forklift	Set	42,000.00	1	42,000.00
43	7304XXXX	Gas Pipe	Lot	274,900.00	1	274,900.00
44	8426XXXX	Electric Single Beam Crane	Set	16,700.00	1	16,700.00
45	8458XXXX	Lathe	Set	10,220.00	1	10,220.00
46	9405XXXX	Street lamp	Lot	51,800.00	1	51,800.00
47	8535XXXX	Lightning Arrester	Lot	50,400.00	1	50,400.00

48	8503XXXX	Equipment and Installation Accessories For Power Plant Install Tools (Wrench ,Circuit Breakers, Electric Welder , Valves , Screw , Pipes, High Pressure Cleaning Machine)	Lot	1,020,000.00	1	1,020,000.00
49	7304XXXX	I-beam and Iron plate	Lot	411,500.00	1	411,500.00
50	7309XXXX	20FT HQ SOC Container	Unit	12,500.00	12	150,000.00
51	7309XXXX	40FT HQ SOC Container	Unit	14,500.00	59	855,500.00
52	7309XXXX	40FT HQ Containerized Tank	Unit	11,000.00	8	88,000.00
53	TBC	Equipment, Power Plant Auxiliary Equipment, Installation Accessories for Power Plant and Engineering Vehicle	Lot	24,163,681	1	24,163,681
		Total				**353,450,868**

Remarks: Item 53 will be clearly itemised with HSCode, Description, Quantity and Price upon confirmation.

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း

စာအမှတ်၊ ၄၀၂ / ဥမရ - ပစအ / ၂၀၁၉

ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ် ၊ နိုဝင်ဘာလ ၂၆ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **သာကေတ ၄၀၀ မဂ္ဂါဝပ် ဓာတ်အားပေးစက်ရုံအတွက် ဓာတ်အားဝယ်ယူရေး စာချုပ် ချုပ်ဆိုနိုင်ရေး ဆောင်ရွက်ထားရှိမှုအခြေအနေအား တင်ပြခြင်း ကိစ္စ**

၁။ သာကေတ ၄၀၀ မဂ္ဂါဝပ် ဓာတ်အားပေးစက်ရုံစီမံကိန်းလုပ်ငန်းများ စတင်အကောင်အထည်ဖော် ဆောင်ရွက်နိုင်ရန် တင်ဒါအောင်မြင်သော Consortium of China National Technical Import & Export Corporation, VPower Group Holdings Ltd and VPower Holdings Ltd အား လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနမှ Letter of Acceptance (LOA) ကို ၆-၉-၂၀၁၉ ရက်နေ့တွင် ထုတ်ပေးခဲ့ပြီး စီမံကိန်းလုပ်ငန်းများ စတင်ဆောင်ရွက်စေခဲ့ပါသည်။

၂။ အဆိုပါစီမံကိန်းအတွက် ဓာတ်အားဝယ်ယူရေး သဘောတူစာချုပ် ချုပ်ဆိုနိုင်ရေး ဌာနနှင့် ကုမ္ပဏီတို့အကြား နှစ်ဖက်သဘောတူညီပြီးဖြစ်သည့် စာချုပ်မူကြမ်းများအား ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၊ ပြည်ထောင်စုစာရင်းစစ်ချုပ်ရုံး၊ စီးပွားရေးနှင့်ကူးသန်းရောင်းဝယ်ရေးဝန်ကြီးဌာန၊ စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာန၊ ရင်းနှီးမြှုပ်နှံမှုနှင့်နိုင်ငံခြားစီးပွားဆက်သွယ်ရေးဝန်ကြီးဌာန၊ မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်နှင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်များသို့ ပေးပို့၍ (နောက်ဆက်တွဲ - က) ပါအတိုင်း သဘောထားမှတ်ချက်တောင်းခံခဲ့ပါသည်။

၃။ အဆိုပါ စာချုပ်မူကြမ်းအပေါ် စီးပွားရေးနှင့်ကူးသန်းရောင်းဝယ်ရေးဝန်ကြီးဌာန၊ စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာန၊ ရင်းနှီးမြှုပ်နှံမှုနှင့်နိုင်ငံခြားစီးပွားဆက်သွယ်ရေးဝန်ကြီးဌာနနှင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်များမှ (နောက်ဆက်တွဲ- ခ) ပါအတိုင်း သဘောထား မှတ်ချက်များ ပြန်ကြားလာပြီး အဆိုပါသဘောထားမှတ်ချက်များနှင့်အညီ စာချုပ်အား ပြန်လည် ပြင်ဆင်ချုပ်ဆိုနိုင်ရေး ကုမ္ပဏီနှင့် ညှိနှိုင်းဆွေးနွေးလျက်ရှိပါသည်။

၄။ သက်ဆိုင်ရာဌာနများ၏ သဘောထားမှတ်ချက်များနှင့်အညီ စာချုပ်အား ပြန်လည်ပြင်ဆင်ပြီးပါက ပြည်ထောင်စုအစိုးရအဖွဲ့၊ စီးပွားရေးရာကော်မတီနှင့် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် ပြည်ထောင်စုအစိုးရအဖွဲ့သို့ ဆက်လက်တင်ပြ၍ လက်မှတ်ရေးထိုး ချုပ်ဆိုသွားမည်ဖြစ်ပါသည်။

၅။ သို့ဖြစ်ပါ၍ ရန်ကုန်တိုင်းဒေသကြီး၊ သာကေတဓာတ်အားပေးစက်ရုံဝန်းအတွင်း တည်ဆောက်မည့် ၄၀၀ မဂ္ဂါဝပ် ဓာတ်အားပေးစက်ရုံအတွက် ဓာတ်အားဝယ်ယူရေးစာချုပ်ချုပ်ဆိုနိုင်ရေး ဆောင်ရွက်ထားရှိမှု အခြေအနေအား သိရှိနိုင်ပါရန် တင်ပြအပ်ပါသည်။

၂၈၊၁၁၊၂၀၁၉

သန်းနိုင်ဦး

ဦးဆောင်ညွှန်ကြားရေးမှူး

မိတ္တူကို -

ရုံးလက်ခံ/မျှော

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း

စာအမှတ်၊ ၄၀၇ / ဥမရ - ပစအ / ၂၀၁၉

ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ် ၊ နိုဝင်ဘာလ ၂၆ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **ကျောက်ဖြူ ၁၃၅ မဂ္ဂါဝပ် ဓာတ်အားပေးစက်ရုံအတွက် ဓာတ်အားဝယ်ယူရေး စာချုပ် ချုပ်ဆိုနိုင်ရေး ဆောင်ရွက်ထားရှိမှုအခြေအနေအား တင်ပြခြင်း ကိစ္စ**

၁။ ကျောက်ဖြူ ၁၃၅ မဂ္ဂါဝပ် ဓာတ်အားပေးစက်ရုံစီမံကိန်းလုပ်ငန်းများ စတင်အကောင်အထည် ဖော် ဆောင်ရွက်နိုင်ရန် တင်ဒါအောင်မြင်သော Consortium of China National Technical Import & Export Corporation, VPower Group Holdings Ltd and VPower Holdings Ltd အား လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာနမှ Letter of Acceptance (LOA) ကို ၆-၉-၂၀၁၉ ရက်နေ့တွင် ထုတ်ပေးခဲ့ပြီး စီမံကိန်း လုပ်ငန်းများ စတင်ဆောင်ရွက်စေခဲ့ပါသည်။

၂။ အဆိုပါစီမံကိန်းအတွက် ဓာတ်အားဝယ်ယူရေး သဘောတူစာချုပ် ချုပ်ဆိုနိုင်ရေး ဌာနနှင့် ကုမ္ပဏီတို့အကြား နှစ်ဖက်သဘောတူညီပြီးဖြစ်သည့် စာချုပ်မူကြမ်းများအား ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၊ ပြည်ထောင်စုစာရင်းစစ်ချုပ်ရုံး၊ စီးပွားရေးနှင့်ကူးသန်းရောင်းဝယ်ရေးဝန်ကြီးဌာန၊ စီမံကိန်းနှင့်ဘဏ္ဍာရေး ဝန်ကြီးဌာန၊ ရင်းနှီးမြှုပ်နှံမှုနှင့်နိုင်ငံခြားစီးပွားဆက်သွယ်ရေးဝန်ကြီးဌာန၊ မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်နှင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်များသို့ ပေးပို့၍ (နောက်ဆက်တွဲ - က) ပါအတိုင်း သဘောထား မှတ်ချက်တောင်းခံခဲ့ပါသည်။

၃။ အဆိုပါ စာချုပ်မူကြမ်းအပေါ် စီးပွားရေးနှင့်ကူးသန်းရောင်းဝယ်ရေးဝန်ကြီးဌာန၊ စီမံကိန်းနှင့် ဘဏ္ဍာရေးဝန်ကြီးဌာန၊ ရင်းနှီးမြှုပ်နှံမှုနှင့်နိုင်ငံခြားစီးပွားဆက်သွယ်ရေးဝန်ကြီးဌာန၊ မြန်မာနိုင်ငံတော် ဗဟိုဘဏ်နှင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်များမှ (နောက်ဆက်တွဲ- ခ) ပါအတိုင်း သဘောထား မှတ်ချက်များ ပြန်ကြားလာပြီး အဆိုပါသဘောထားမှတ်ချက်များနှင့်အညီ စာချုပ်အား ပြန်လည် ပြင်ဆင်ချုပ်ဆိုနိုင်ရေး ကုမ္ပဏီနှင့် ညှိနှိုင်းဆွေးနွေးလျက်ရှိပါသည်။

၄။ သက်ဆိုင်ရာဌာနများ၏ သဘောထားမှတ်ချက်များနှင့်အညီ စာချုပ်အား ပြန်လည်ပြင်ဆင် ပြီးပါက ပြည်ထောင်စုအစိုးရအဖွဲ့၊ စီးပွားရေးရာကော်မတီနှင့် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် ပြည်ထောင်စုအစိုးရအဖွဲ့သို့ ဆက်လက်တင်ပြ၍ လက်မှတ်ရေးထိုး ချုပ်ဆိုသွားမည်ဖြစ်ပါသည်။

၅။ သို့ဖြစ်ပါ၍ ရခိုင်ပြည်နယ်၊ ကျောက်ဖြူမြို့နယ်တွင် တည်ဆောက်မည့် ၁၅၀ မဂ္ဂါဝပ် ဓာတ်အားပေးစက်ရုံအတွက် ဓာတ်အားဝယ်ယူရေးစာချုပ် ချုပ်ဆိုနိုင်ရေး ဆောင်ရွက်ထားရှိမှု အခြေအနေအား သိရှိနိုင်ပါရန် တင်ပြအပ်ပါသည်။

သန်းနိုင်ဦး
ဦးဆောင်ညွှန်ကြားရေးမှူး

မိတ္တူကို -

ရုံးလက်ခံ/မျှော

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

၂၃၄၆
၂-၁၀-၁၉

စာအမှတ်၊ MOEE-၂/(၅)/(င)/(ကျောက်ဖြူ)/(၁၆၂၂၄)/၂၀၁၉

ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ် ၊ စက်တင်ဘာ လ ၃၀ ရက်

သို့

ပြည်ထောင်စုရှေ့နေချုပ်ရုံး

အကြောင်းအရာ။ **ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase Agreement-PPA) (မူကြမ်း) အပေါ် သဘောထားမှတ်ချက် တောင်းခံခြင်းကိစ္စ**

၁။ ၂၀၂၀ နွေရာသီတွင် တိုးတက်သုံးစွဲလာမည့် ဓာတ်အားလိုအပ်ချက်ကို ဖြည့်ဆည်းနိုင်ရန် IPP/BOO စနစ်ဖြင့် အချိန်တိုအတွင်း တပ်ဆင်တည်ဆောက်နိုင်သော Gas Engine/ Power barge/ Power Ship များဖြင့် စီမံကိန်း (၅)ခု စုစုပေါင်းဓာတ်အား (၁၀၄၀) မဂ္ဂါဝပ်ကို မြန်မာကျပ်ငွေဖြင့် ၅ နှစ်စာ PPA စာချုပ်ချုပ်ဆို၍ ဓာတ်အားဝယ်ယူနိုင်ရေးတင်ဒါခေါ်ယူခွင့်ပြုပါရန်ကိစ္စကို ၂၀-၆-၂၀၁၉ ရက်တွင် ကျင်းပပြုလုပ်ခဲ့သော ပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေးအမှတ်စဉ် (၁၂/၂၀၁၉)မှ သဘောတူပါကြောင်း ဆုံးဖြတ်ခဲ့ပါသည်။

၂။ အဆိုပါ စီမံကိန်းများအတွက် ၂၈-၆-၂၀၁၉ ရက်တွင် တင်ဒါခေါ်ဆိုခဲ့ရာ ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်းအတွက် Consortium of China National Technical Import & Export Corporation , V Power Group Holdings Ltd. and V Power Holdings Ltd. မှ တင်ဒါအောင်မြင်ခဲ့ပါသည်။

၃။ သို့ဖြစ်ပါ၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် တင်ဒါအောင်မြင်ခဲ့သည့် Consortium of China National Technical Import & Export Corporation , V Power Group Holdings Ltd. and V Power Holdings Ltd. တို့အကြား နှစ်ဘက်ညှိနှိုင်းပြုစုထားပြီးဖြစ်သည့် ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase

Agreement – PPA) မူကြမ်း အပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးနိုင်ပါရန် ညှိနှိုင်းမေတ္တာရပ်ခံအပ်ပါသည်။

ပူးတွဲလျက် ။ Power Purchase Agreement (PPA) မူကြမ်း (၃) အုပ်

ပြည်ထောင်စုဝန်ကြီး ([illegible])

(တင်မောင်ဦး၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို

လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း

ရုံးလက်ခံ/ မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

စာအမှတ်၊ MOEE-၂/(၂၄)/(င)/(ကျောက်ဖြူ)/(၁၆၂၂၃)/၂၀၁၉

ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ် ၊ စက်တင်ဘာ လ ၃၀ ရက်

သို့

ပြည်ထောင်စုစာရင်းစစ်ချုပ်ရုံး

အကြောင်းအရာ။ ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase Agreement-PPA) (မူကြမ်း) အပေါ် သဘောထားမှတ်ချက် တောင်းခံခြင်းကိစ္စ

၁။ ၂၀၂၀ နွေရာသီတွင် တိုးတက်သုံးစွဲလာမည့် ဓာတ်အားလိုအပ်ချက်ကို ဖြည့်ဆည်းနိုင်ရန် IPP/BOO စနစ်ဖြင့် အချိန်တိုအတွင်း တပ်ဆင်တည်ဆောက်နိုင်သော Gas Engine/ Power barge/ Power Ship များဖြင့် စီမံကိန်း (၅)ခု စုစုပေါင်းဓာတ်အား (၁၀၄၀) မဂ္ဂါဝပ်ကို မြန်မာကျပ်ငွေဖြင့် ၅ နှစ်စာ PPA စာချုပ်ချုပ်ဆို၍ ဓာတ်အားဝယ်ယူနိုင်ရေး တင်ဒါခေါ်ယူခွင့်ပြုပါရန်ကိစ္စကို ၂၀-၆-၂၀၁၉ ရက်တွင် ကျင်းပပြုလုပ်ခဲ့သော ပြည်ထောင်စုအစိုးရအဖွဲ့ အစည်းအဝေးအမှတ်စဉ် (၁၂/၂၀၁၉) မှ သဘောတူပါကြောင်း ဆုံးဖြတ်ခဲ့ပါသည်။

၂။ အဆိုပါ စီမံကိန်းများအတွက် ၂၈-၆-၂၀၁၉ ရက်တွင် တင်ဒါခေါ်ဆိုခဲ့ရာ ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်းအတွက် Consortium of China National Technical Import & Export Corporation , V Power Group Holdings Ltd. and V Power Holdings Ltd. မှ တင်ဒါအောင်မြင်ခဲ့ပါသည်။

၃။ သို့ဖြစ်ပါ၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် တင်ဒါအောင်မြင်ခဲ့သည့် Consortium of China National Technical Import & Export Corporation , V Power Group Holdings Ltd. and V Power Holdings Ltd. တို့အကြား နှစ်ဘက်ညှိနှိုင်းပြုစုထားပြီးဖြစ်သည့် ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase

Agreement - PPA) မူကြမ်း အပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးနိုင်ပါရန် ညှိနှိုင်းမေတ္တာ ရပ်ခံအပ်ပါသည်။

ပူးတွဲလျက် ။ Power Purchase Agreement (PPA) မူကြမ်း (၁) အုပ်

ပြည်ထောင်စုဝန်ကြီး (ကိုယ်စား)
(တင်မောင်ဦး၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို

လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း
ရုံးလက်ခံ/ မျှောစာတွဲ

လျှို့ဝှက်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

စာအမှတ် ၂၃၄၁
ရက်စွဲ ၂.၁၀.၁၉

စာအမှတ်၊ MOEE-၂/(၁၇)/(င)/(ကျောက်ဖြူ)/(၁၆၂၁၉)/၂၀၁၉

GT/MW/1110 ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ် ၊ စက်တင်ဘာ လ ၃၀ ရက်

သို့

စီးပွားရေးနှင့်ကူးသန်းရောင်းဝယ်ရေးဝန်ကြီးဌာန

အကြောင်းအရာ။ **ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase Agreement-PPA) (မူကြမ်း) အပေါ် သဘောထားမှတ်ချက် တောင်းခံခြင်းကိစ္စ**

၁။ ၂၀၂၀ နွေရာသီတွင် တိုးတက်သုံးစွဲလာမည့် ဓာတ်အားလိုအပ်ချက်ကို ဖြည့်ဆည်းနိုင်ရန် IPP/BOO စနစ်ဖြင့် အချိန်တိုအတွင်း တပ်ဆင်တည်ဆောက်နိုင်သော Gas Engine/ Power barge/ Power Ship များဖြင့် စီမံကိန်း (၅)ခု စုစုပေါင်းဓာတ်အား (၁၀၄၀) မဂ္ဂါဝပ်ကို မြန်မာကျပ်ငွေဖြင့် ၅ နှစ်စာ PPA စာချုပ်ချုပ်ဆို၍ ဓာတ်အားဝယ်ယူနိုင်ရေး တင်ဒါခေါ်ယူခွင့်ပြုပါရန်ကိစ္စကို ၂၀-၆-၂၀၁၉ ရက်တွင် ကျင်းပပြုလုပ်ခဲ့သော ပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေးအမှတ်စဉ် (၁၂/၂၀၁၉)မှ သဘောတူပါကြောင်း ဆုံးဖြတ်ခဲ့ပါသည်။

၂။ အဆိုပါ စီမံကိန်းများအတွက် ၂၈-၆-၂၀၁၉ ရက်တွင် တင်ဒါခေါ်ဆိုခဲ့ရာ ကျောက်ဖြူ ဓာတ်အားပေးစက်ရုံစီမံကိန်းအတွက် Consortium of China National Technical Import & Export Corporation , V Power Group Holdings Ltd. and V Power Holdings Ltd. မှ တင်ဒါ အောင်မြင်ခဲ့ပါသည်။

၃။ သို့ဖြစ်ပါ၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် တင်ဒါအောင်မြင်ခဲ့သည့် Consortium of China National Technical Import & Export Corporation , V Power Group Holdings Ltd. and V Power Holdings Ltd. တို့အကြား နှစ်ဘက်ညှိနှိုင်းပြုစုထားပြီးဖြစ်သည့် ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase

လျှို့ဝှက်

Agreement – PPA) မူကြမ်း အပေါ် သဘောထားမှတ်ချက်ပြန်ကြား ပေးနိုင်ပါရန် ညှိနှိုင်းမေတ္တာရပ်ခံအပ်ပါသည်။

ပူးတွဲလျက် ။ Power Purchase Agreement (PPA) မူကြမ်း (၁) အုပ်

ပြည်ထောင်စုဝန်ကြီး (ကိုယ်စား)
(တင်မောင်ဦး၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို
လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း
ရုံးလက်ခံ/ မျှောစာတွဲ

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လျှို့ဝှက်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

စာအမှတ်၊ MOEE-၂/(၁၈)/(င)/(ကျောက်ဖြူ)/(၁၆၂၂၀)/၂၀၁၉

ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ် ၊ စက်တင်ဘာ လ ၂၀ ရက်

သို့

စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာန

အကြောင်းအရာ။ **ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase Agreement-PPA) (မူကြမ်း) အပေါ် သဘောထားမှတ်ချက် တောင်းခံခြင်းကိစ္စ**

၁။ ၂၀၂၀ နွေရာသီတွင် တိုးတက်သုံးစွဲလာမည့် ဓာတ်အားလိုအပ်ချက်ကို ဖြည့်ဆည်းနိုင်ရန် IPP/BOO စနစ်ဖြင့် အချိန်တိုအတွင်း တပ်ဆင်တည်ဆောက်နိုင်သော Gas Engine/ Power barge/ Power Ship များဖြင့် စီမံကိန်း (၅)ခု စုစုပေါင်းဓာတ်အား (၁၀၄၀) မဂ္ဂါဝပ်ကို မြန်မာကျပ်ငွေဖြင့် ၅ နှစ်စာ PPA စာချုပ်ချုပ်ဆို၍ ဓာတ်အားဝယ်ယူနိုင်ရေး တင်ဒါခေါ်ယူခွင့်ပြုပါရန်ကိစ္စကို ၂၀-၆-၂၀၁၉ ရက်တွင် ကျင်းပပြုလုပ်ခဲ့သော ပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေးအမှတ်စဉ် (၁၂/၂၀၁၉) မှ သဘောတူပါကြောင်း ဆုံးဖြတ်ခဲ့ပါသည်။

၂။ အဆိုပါ စီမံကိန်းများအတွက် ၂၈-၆-၂၀၁၉ ရက်တွင် တင်ဒါခေါ်ဆိုခဲ့ရာ ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်းအတွက် Consortium of China National Technical Import & Export Corporation , V Power Group Holdings Ltd. and V Power Holdings Ltd. မှ တင်ဒါအောင်မြင်ခဲ့ပါသည်။

၃။ သို့ဖြစ်ပါ၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် တင်ဒါအောင်မြင်ခဲ့သည့် Consortium of China National Technical Import & Export Corporation , V Power Group Holdings Ltd. and V Power Holdings Ltd. တို့အကြား နှစ်ဘက်ညှိနှိုင်းပြုစုထားပြီးဖြစ်သည့် ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase

လျှို့ဝှက်

Agreement - PPA) မူကြမ်း အပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးနိုင်ပါရန် ညှိနှိုင်းမေတ္တာရပ်ခံအပ်ပါသည်။

ပူးတွဲလျက် ။ Power Purchase Agreement (PPA) မူကြမ်း (၇) အုပ်

ပြည်ထောင်စုဝန်ကြီး (လက်မှတ်)
(တင်မောင်ဦး၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို

လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း

ရုံးလက်ခံ/ မျှောစာတွဲ

လျှို့ဝှက်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

၂၉၄၄
၂.၁၀.၁၉

စာအမှတ်၊ MOEE-၂/(၅၁)/(င)/(ကျောက်ဖြူ)/(၁၆၂၂၂)/၂၀၁၉

GT/MW/IIW ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ် ၊ စက်တင်ဘာ လ ၂၀ ရက်

သို့

ရင်းနှီးမြှုပ်နှံမှုနှင့်နိုင်ငံခြားစီးပွားဆက်သွယ်ရေးဝန်ကြီးဌာန

အကြောင်းအရာ။ **ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase Agreement-PPA) (မူကြမ်း) အပေါ် သဘောထားမှတ်ချက် တောင်းခံခြင်းကိစ္စ**

၁။ ၂၀၂၀ နွေရာသီတွင် တိုးတက်သုံးစွဲလာမည့် ဓာတ်အားလိုအပ်ချက်ကို ဖြည့်ဆည်းနိုင်ရန် IPP/BOO စနစ်ဖြင့် အချိန်တိုအတွင်း တပ်ဆင်တည်ဆောက်နိုင်သော Gas Engine/ Power barge/ Power Ship များဖြင့် စီမံကိန်း (၅)ခု စုစုပေါင်းဓာတ်အား (၁၀၄၀) မဂ္ဂါဝပ်ကို မြန်မာကျပ်ငွေဖြင့် ၅ နှစ်စာ PPA စာချုပ်ချုပ်ဆို၍ ဓာတ်အားဝယ်ယူနိုင်ရေး တင်ဒါခေါ်ယူခွင့်ပြုပါရန်ကိစ္စကို ၂၀-၆-၂၀၁၉ ရက်တွင် ကျင်းပပြုလုပ်ခဲ့သော ပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေးအမှတ်စဉ် (၁၂/၂၀၁၉) မှ သဘောတူပါကြောင်း ဆုံးဖြတ်ခဲ့ပါသည်။

၂။ အဆိုပါ စီမံကိန်းများအတွက် ၂၈-၆-၂၀၁၉ ရက်တွင် တင်ဒါခေါ်ဆိုခဲ့ရာ ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း အတွက် Consortium of China National Technical Import & Export Corporation , V Power Group Holdings Ltd. and V Power Holdings Ltd. မှ တင်ဒါအောင်မြင်ခဲ့ပါသည်။

၃။ သို့ဖြစ်ပါ၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် တင်ဒါအောင်မြင်ခဲ့သည့် Consortium of China National Technical Import & Export Corporation , V Power Group Holdings Ltd. and V Power Holdings Ltd. တို့အကြား နှစ်ဘက်ညှိနှိုင်းပြုစုထားပြီးဖြစ်သည့် ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase

Agreement - PPA) မူကြမ်း အပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးနိုင်ပါရန် ညှိနှိုင်းမေတ္တာရပ်ခံအပ်ပါသည်။

ပူးတွဲလျက် ။ Power Purchase Agreement (PPA) မူကြမ်း (၁) အုပ်

ပြည်ထောင်စုဝန်ကြီး ( )
(တင်မောင်ဦး၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို

လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း
ရုံးလက်ခံ/ မျှောစာတွဲ

Policy9\G\MOEE / Form 2019\MOEE-LH(Standard)

လျှို့ဝှက်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

စာအမှတ် ၂၃၄၀
ရက်စွဲ ၂.၁၀.၁၉

GT/mm/1160

စာအမှတ်၊ MOEE-၂/(၆)/(င)/(ကျောက်ဖြူ)/(၁၆၂၁၈)/၂၀၁၉

ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ် ၊ စက်တင်ဘာ လ ၃၀ ရက်

သို့

မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်

အကြောင်းအရာ။ ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase Agreement-PPA) (မူကြမ်း) အပေါ် သဘောထားမှတ်ချက် တောင်းခံခြင်းကိစ္စ

၁။ ၂၀၂၀ နွေရာသီတွင် တိုးတက်သုံးစွဲလာမည့် ဓာတ်အားလိုအပ်ချက်ကို ဖြည့်ဆည်းနိုင်ရန် IPP/BOO စနစ်ဖြင့် အချိန်တိုအတွင်း တပ်ဆင်တည်ဆောက်နိုင်သော Gas Engine/ Power barge/ Power Ship များဖြင့် စီမံကိန်း (၅)ခု စုစုပေါင်းဓာတ်အား (၁၀၄၀) မဂ္ဂါဝပ်ကို မြန်မာကျပ်ငွေဖြင့် ၅ နှစ်စာ PPA စာချုပ်ချုပ်ဆို၍ ဓာတ်အားဝယ်ယူနိုင်ရေး တင်ဒါခေါ်ယူခွင့်ပြုပါရန်ကိစ္စကို ၂၀-၆-၂၀၁၉ ရက်တွင် ကျင်းပပြုလုပ်ခဲ့သော ပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေးအမှတ်စဉ် (၁၂/၂၀၁၉)မှ သဘောတူပါကြောင်း ဆုံးဖြတ်ခဲ့ပါသည်။

၂။ အဆိုပါ စီမံကိန်းများအတွက် ၂၈-၆-၂၀၁၉ ရက်တွင် တင်ဒါခေါ်ဆိုခဲ့ရာ ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်းအတွက် Consortium of China National Technical Import & Export Corporation , V Power Group Holdings Ltd. and V Power Holdings Ltd. မှ တင်ဒါအောင်မြင်ခဲ့ပါသည်။

၃။ သို့ဖြစ်ပါ၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် တင်ဒါအောင်မြင်ခဲ့သည့် Consortium of China National Technical Import & Export Corporation , V Power Group Holdings Ltd. and V Power Holdings Ltd. တို့အကြား နှစ်ဘက်ညှိနှိုင်းပြုစုထားပြီးဖြစ်သည့် ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase

လျှို့ဝှက်

Agreement – PPA) မူကြမ်း အပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးနိုင်ပါရန် ညှိနှိုင်းမေတ္တာ ရပ်ခံအပ်ပါသည်။

ပူးတွဲလျက် ။ Power Purchase Agreement (PPA) မူကြမ်း (၁) အုပ်

ပြည်ထောင်စုဝန်ကြီး
(တင်မောင်ဦး၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို

လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း
ရုံးလက်ခံ/ မျှောစာတွဲ

လျှို့ဝှက်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

စာအမှတ်၊ MOEE-၂/(၁၅)/(င)/(ကျောက်ဖြူ)/(၁၆၂၂၁)/၂၀၁၉

ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ် ၊ စက်တင်ဘာ လ ၂၀ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase Agreement-PPA) (မူကြမ်း) အပေါ် သဘောထားမှတ်ချက် တောင်းခံခြင်းကိစ္စ**

၁။ ၂၀၂၀ နွေရာသီတွင် တိုးတက်သုံးစွဲလာမည့် ဓာတ်အားလိုအပ်ချက်ကို ဖြည့်ဆည်းနိုင်ရန် IPP/BOO စနစ်ဖြင့် အချိန်တိုအတွင်း တပ်ဆင်တည်ဆောက်နိုင်သော Gas Engine/ Power barge/ Power Ship များဖြင့် စီမံကိန်း (၅)ခု စုစုပေါင်းဓာတ်အား (၁၀၄၀) မဂ္ဂါဝပ်ကို မြန်မာကျပ်ငွေဖြင့် ၅ နှစ်စာ PPA စာချုပ်ချုပ်ဆို၍ ဓာတ်အားဝယ်ယူနိုင်ရေး တင်ဒါခေါ်ယူခွင့်ပြုပါရန်ကိစ္စကို ၂၀-၆-၂၀၁၉ ရက်တွင် ကျင်းပပြုလုပ်ခဲ့သော ပြည်ထောင်စုအစိုးရအဖွဲ့ အစည်းအဝေးအမှတ်စဉ် (၁၂/၂၀၁၉) မှ သဘောတူပါကြောင်း ဆုံးဖြတ်ခဲ့ပါသည်။

၂။ အဆိုပါ စီမံကိန်းများအတွက် ၂၈-၆-၂၀၁၉ ရက်တွင် တင်ဒါခေါ်ဆိုခဲ့ရာ ကျောက်ဖြူ ဓာတ်အားပေးစက်ရုံစီမံကိန်းအတွက် Consortium of China National Technical Import & Export Corporation , V Power Group Holdings Ltd. and V Power Holdings Ltd. မှ တင်ဒါ အောင်မြင်ခဲ့ပါသည်။

၃။ သို့ဖြစ်ပါ၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် တင်ဒါအောင်မြင်ခဲ့သည့် Consortium of China National Technical Import & Export Corporation , V Power Group Holdings Ltd. and V Power Holdings Ltd. တို့အကြား နှစ်ဘက်ညှိနှိုင်းပြုစုထားပြီးဖြစ်သည့် ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase

Agreement – PPA) မူကြမ်း အပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးနိုင်ပါရန် ညှိနှိုင်းမေတ္တာရပ်ခံအပ်ပါသည်။

ပူးတွဲလျက် ။ Power Purchase Agreement (PPA) မူကြမ်း (၁) အုပ်

ပြည်ထောင်စုဝန်ကြီး (ကိုယ်စား)
(တင်မောင်ဦး၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို

လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း
ရုံးလက်ခံ/ မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
စီးပွားရေးနှင့်ကူးသန်းရောင်းဝယ်ရေးဝန်ကြီးဌာန
ဝန်ကြီးရုံး

93(ဂ)
17/10
(13:45)

စာအမှတ် ၊ စက - ၁၄/ ၄ - ၁၂ / ၂၀၁၉ (၂၉)
ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ် ၊ အောက်တိုဘာလ ၁၄ ရက်

သို့

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

အကြောင်းအရာ ။ သဘောထားမှတ်ချက် ပြန်ကြားပေးပို့ခြင်း

ရည် ညွှန်း ချက် ။ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၏ ၃၀- ၉- ၂၀၁၉ ရက်စွဲပါစာအမှတ်၊ MOEE -၂/ (၁၇)/ (င)/ (ကျောက်ဖြူ)/ (၁၆၂၁၉)/ ၂၀၁၉

၁။ ၂၀၂၀ နွေရာသီတွင် တိုးတက်သုံးစွဲလာမည့် ဓာတ်အားလိုအပ်ချက်ကို ဖြည့်ဆည်းနိုင်ရန် IPP/ BOO စနစ်ဖြင့် အချိန်တိုအတွင်း တပ်ဆင်တည်ဆောက်နိုင်သော Gas Engine/ Power barge/ Power Ship များဖြင့် စီမံကိန်း (၅) ခု စုစုပေါင်းဓာတ်အား (၁၀၄၀) မဂ္ဂါဝပ်ကို မြန်မာကျပ်ငွေဖြင့် ၅ နှစ်စာ PPA စာချုပ်ချုပ်ဆို၍ ဓာတ်အားဝယ်ယူနိုင်ရေးအတွက် တင်ဒါခေါ်ယူဆောင်ရွက်ခဲ့ရာ ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်းအတွက် တင်ဒါအောင်မြင်ခဲ့သည့် Consortium of China National Technical Import & Export Corporation, V Power Group Holdings Ltd. and V Power Holdings Ltd. နှင့်လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းတို့အကြား နှစ်ဘက်ညှိနှိုင်းပြုစုထားပြီးဖြစ်သည့် ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase Agreement-PPA) (မူကြမ်း)အပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးနိုင်ပါရန် လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာနက ရည်ညွှန်းပါစာဖြင့် အကြောင်းကြားလာပါသည်။

၂။ သို့ဖြစ်ပါ၍ ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase Agreement-PPA) (မူကြမ်း) နှင့်ပတ်သက်၍ ကုန်သွယ်မှုရှုထောင့်မှ ကန့်ကွက်ရန်မရှိ သဘောတူညီပါကြောင်းနှင့် ဓာတ်အားဝယ်ယူရေးစာချုပ်အရ လုပ်ငန်းများ အကောင်အထည်ဖော်ဆောင်ရွက်ရန်လိုအပ်သည့်ပစ္စည်းကိရိယာများ တင်ပို့တင်သွင်းခြင်းနှင့် ပြန်လည်တင်ပို့ခြင်းများ ဆောင်ရွက်လာပါက စီးပွားရေးနှင့်ကူးသန်းရောင်းဝယ်ရေးဝန်ကြီးဌာနအနေဖြင့် သတ်မှတ်ထုတ်ပြန်ထားသော ဥပဒေ၊ လုပ်ထုံးလုပ်နည်းများနှင့်အညီ ပူးပေါင်းဆောင်ရွက်သွားမည် ဖြစ်ပါကြောင်း ပြန်ကြားအပ်ပါသည်။

ပြည်ထောင်စုဝန်ကြီး ( )
(အောင်စိုး ၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို

ညွှန်ကြားရေးမှူးချုပ်၊ ကုန်သွယ်ရေးဦးစီးဌာန

လျှို့ဝှက်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
စီမံကိန်းနှင့် ဘဏ္ဍာရေး ဝန်ကြီးဌာန
ပြည်ထောင်စုဝန်ကြီးရုံး

စာအမှတ်၊ စဘ/ဘဏ္ဍာ-၂/၂/ ၂၆၄ (၄၅၂၅ /၂၀၁၉)
ရက်စွဲ၊ ၂၀၁၉ ခုနှစ်၊ အောက်တိုဘာလ ၃၁ ရက်

သို့

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

အကြောင်းအရာ။ ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase Agreement-PPA) (မူကြမ်း) အပေါ် သဘောထားမှတ်ချက် ပြန်ကြားခြင်းကိစ္စ

ရည် ညွှန်း ချက်။ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၏ ၃၀-၉-၂၀၁၉ ရက်စွဲပါ စာအမှတ်၊ MOEE-၂/(၁၈)/(င)/(ကျောက်ဖြူ)(၁၆၂၂၀)/၂၀၁၉

၁။ အထက်အကြောင်းအရာပါကိစ္စနှင့်စပ်လျဉ်း၍ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် တင်ဒါအောင်မြင်ခဲ့သည့် Consortium of China National Technical Import & Export Corporation,V Power Group Holdings Ltd. and V power Holdings Ltd. တို့အကြားချုပ်ဆိုမည့် ကျောက်ဖြူဓာတ်အားပေးစက်ရုံ စီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase Agreement -PPA) (မူကြမ်း) အပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးပါရန် လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနမှ ရည်ညွှန်းပါ စာဖြင့် ညှိနှိုင်းလာသည့် ကိစ္စဖြစ်ပါသည်။

၂။ အဆိုပါကိစ္စနှင့်ပတ်သက်၍ ဤဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက်များမှာ အောက်ပါအတိုင်းဖြစ်ပါသည်-

(က) စာချုပ်မူကြမ်းတွင် Definitions and Interpretations နှင့်ပတ်သက်ပြီး ဖော်ပြထားခြင်း မရှိ၍ Section တစ်ခုအနေဖြင့် ထည့်သွင်းဖော်ပြသင့်ပါကြောင်းနှင့် မူကြမ်းပါ အပိုဒ် (၃)၊ အပိုဒ်ခွဲ (a) တွင်ဖော်ပြထားသည့် EPGE မှ တာဝန်ယူရ

မည့်ကိစ္စများနှင့်ပတ်သက်၍ အမှန်တကယ်ဆောင်ရွက်နိုင်ခြင်း ရှိ/မရှိ သက်ဆိုင်ရာဝန်ကြီးဌာနအနေဖြင့် စိစစ်ဆောင်ရွက်သွားရန် ဖြစ်ပါသည်။

(ခ) စာချုပ်(မူကြမ်း)၏ Article 3(b)(ii) တွင် ဖော်ပြပါရှိသော စာချုပ်ဝင်ကုမ္ပဏီမှ တာဝန်ယူဆောင်ရွက်မည့် အချက်တွင် Annex(2)ဟုပါရှိသော်လည်း Annex(2) တွင် ပါရှိရမည့်အချက်များအား ဖော်ပြမထားပါသဖြင့် စာချုပ်အား လက်မှတ်ရေးထိုးခြင်းမပြုမီတွင် ပြန်လည်စိစစ်ရန်ဖြစ်ပါသည်။

(ဂ) စာမျက်နှာ(၃)အပိုဒ်(၃)အပိုဒ်ခွဲ (a)(iii) တွင် Visa ကိစ္စနှင့် အပိုဒ်ခွဲ (a)(v) တွင် ဌာနမှ ကျခံရမည့် စရိတ်တို့ကို ဆောင်ရွက်ရာတွင် Myanmar Laws and Regulation အရ ဆောင်ရွက်ရန်ဟု ထည့်သွင်းဖော်ပြရန်ဖြစ်ပါသည်။

(ဃ) စာမျက်နှာ (၅)အပိုဒ်(၃)အပိုဒ်ခွဲ(b)(Vi) တွင် ကုမ္ပဏီသည် အဆိုပါ စီမံကိန်းမှ ၂၃၀ ကေဗွီ အဝင်လိုင်းအတွက် ၂၃၀ ကေဗွီ ကျောက်ဖြူခွဲရုံသစ်တည်ဆောက်ပြီးစက်ရုံမှ လိုင်းဆွဲရမည်ဖြစ်ရာ လိုင်းသစ်ဆွဲရမည့် အကွာအဝေးအတိုင်းအတာနှင့် ခွဲရုံသစ်တို့၏ စံချိန်စံညွှန်းတို့ကိုလည်း သတ်မှတ်စံချိန်စံညွှန်းနှင့်အညီ ဖြစ်စေရန် ကြိုတင်ညှိနှိုင်းထားရန်ဖြစ်ပါသည်။

(င) စာချုပ်(မူကြမ်း)၏ အပိုဒ် ၃ " စည်းမျဥ်းစည်းကမ်းများ "၊ အပိုဒ်ခွဲ(ခ)"ကုမ္ပဏီ၏ တာဝန်ဝတ္တရားများ" ခေါင်းစဉ်အောက်ရှိ အပိုဒ်ခွဲငယ် (၃)ပါ အကောက်ခွန်ဆိုင်ရာကိစ္စရပ်များနှင့် စပ်လျဥ်း၍ မြန်မာနိုင်ငံမှ သတ်မှတ်ပြဋ္ဌာန်းထားသော တည်ဆဲအခွန်ဆိုင်ရာ ဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်း၊ စည်းမျဥ်းစည်းကမ်းများနှင့်အညီ ဆောင်ရွက်ရမည်ဖြစ်ပါသည်။

(စ) စာမျက်နှာ (၁၀)အမှတ်စဉ်(၅)အရ ကုမ္ပဏီအနေဖြင့် စီးပွားဖြစ်စတင်ပြီးပါက ဆောင်ရွက်မည့် လုပ်ငန်းအစီအစဉ်ကို (၁၀)ရက်အတွင်း တင်ပြရမည်ဖြစ်ပြီး ပျက်ကွက်လျှင် ကုမ္ပဏီသည် ရက်ပေါင်း(၃၀)အထိ ဒဏ်ကြေးအဖြစ်နေ့စဉ် ကျပ် ၆၀,၀၀၀/(ကျပ်ခြောက်သောင်းတိတိ)ပေးဆောင်ရမည်ဟုပါရှိရာ တင်ပြရမည့် လုပ်ငန်းအစီအစဉ်ကိုလည်း တိကျရှင်းလင်းစွာ ဖော်ပြ၍ ထည့်သွင်းချုပ်ဆိုရန်ဖြစ်ပါသည်။

(ဆ) စာမျက်နှာ(၈) အပိုဒ်(၄)၊ အပိုဒ်ခွဲ(c) တွင် လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေး လုပ်ငန်းက ပေးချေမှုများရှိပါသဖြင့် နောက်ဆက်တွဲ(၅)ပေးချေမှုများနှင့် ဓာတ်အားခ နှုန်းထားများခေါင်းစဉ်ပါ အာမခံရယူရမည့် ဓာတ်အားပမာဏများကို နိုင်ငံတော် နှင့် ပြည်သူတို့၏ ဆုံးရှုံးနစ်နာမှုအနည်းဆုံးဖြစ်စေရန် စာချုပ်မချုပ်ဆိုမီ စိစစ် ရန်လိုအပ်ပါသည်။

(ဇ) စာချုပ်မူကြမ်းပါ အပိုဒ် (၄)၊ အပိုဒ်ခွဲ (d) တွင် ဖော်ပြထားသည့် EPGE မှ ငွေပေး ချေရမည့်ကိစ္စရပ်များနှင့်ပတ်သက်၍ သက်ဆိုင်ရာဝန်ကြီးဌာနအနေဖြင့် သတိပြု ဆောင်ရွက်သွားရန်ဖြစ်ပါသည်။

(ဈ) စာချုပ်(မူကြမ်း)၏ Article 5 တွင် "take or pay" နှင့်စပ်လျဉ်း၍ ဖော်ပြ ထားပါသည်။ သတ်မှတ်ထားသည့်ကာလအတွက် သတ်မှတ်ထားသည့် လျှပ်စစ် ဓာတ်အားကို ဝယ်ယူရမည်ဖြစ်ပြီး ပြည့်မီအောင် ဝယ်ယူခြင်းမရှိပါက လျှပ်စစ် ဓာတ်အား ထုတ်လုပ်ရေးလုပ်ငန်းက ပြည့်မီအောင် ဖြည့်ဆည်းပေးရမည့်ကိစ္စ ဖြစ်သဖြင့် ဆောင်ရွက်နိုင်ခြင်း ရှိ/မရှိကို နိုင်ငံတော်အတွက် နစ်နာမှုမရှိအောင် စိစစ်ရန် ဖြစ်ပါသည်။

(ည) စာချုပ်မူကြမ်းပါ အပိုဒ် (၆)၊ အပိုဒ်ခွဲ (a) တွင် " This agreement shall be effective from the date of this agreement" ဟူ၍ဖော်ပြပါရှိရာ Effective date သည် မည်သည့်နေ့မှစတင်၍ အကျိုးသက်ရောက်မည်ဖြစ်ကြောင်း ရှင်းလင်းစွာ ရေးသားဖော်ပြရန်ဖြစ်ပါသည်။

(ဋ) စာမျက်နှာ(၁၅) အပိုဒ်(၁၀) အပိုဒ်ခွဲ(a)တွင် ဖော်ပြထားသည့် သက်တမ်း မကုန်ဆုံးမီ ရပ်စဲပါက လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းမှ ပေးလျော်ရန် ကိစ္စရပ်ကိုစာချုပ်တွင် ထည့်သွင်းဖော်ပြရန်ဖြစ်သော်လည်း (ပေးချေရန်တွက် သည့် Formula)အရ ပေးလျော်ရမည့် ပမာဏ များကို အနည်းဆုံးဖြစ်စေနိုင်ရန် နှင့် ပေးလျော်ရမည့်ကိစ္စရပ်မဖြစ်ပေါ်ရေးကို ဌာနအနေဖြင့် ကြိုတင်စီမံရန် ဖြစ်ပါသည်။

(ဌ) စာချုပ်မူကြမ်းပါ အပိုဒ် (၁၀)၊ အပိုဒ်ခွဲ (a) တွင် စာချုပ်သက်တမ်းကာလ မကုန်ဆုံးမီစာချုပ်ရပ်စဲပါက EPGE မှလျော်ကြေးပေးရမည်ဟူ၍ ဖော်ပြပါရှိရာ နိုင်ငံတော်အနေဖြင့်နစ်နာမှုမရှိစေရန် ပြန်လည်စိစစ်ရန်လိုအပ်မည်ဖြစ်ပါသည်။

(ဍ) Termination (e) i အရ နှစ်ဦးနှစ်ဖက် သဘောတူညီမှုသာ စာချုပ်ရပ်စဲမည်ဆိုသည့် အချက်နှင့် လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း၏ ပျက်ကွက်မှုကြောင့် စာချုပ်ရပ်စဲခဲ့ပါက ပုံသေနည်းဖြင့်တွက်ချက်၍ လျော်ကြေးပေးချေရမည်ဟူသည့် အချက်များအပေါ်တွင် နိုင်ငံတော်အနေဖြင့် နစ်နာမှုမရှိစေရန် ပြန်လည်ညှိနှိုင်းရန်ဖြစ်ပါသည်။

(ဎ) စာချုပ်မူကြမ်းပါ အပိုဒ် (၁၂)၊ အပိုဒ်ခွဲ (a) တွင် " The term Force Majeure means any events which are beyond **the reasonable control** of either party or any of the company's LNG supplier............" ဟူ၍ စာချုပ်ဝင်တစ်ဦးဦး သို့မဟုတ် LNG supplier ကုမ္ပဏီမှ မထိန်းချုပ်နိုင်သော အခြေအနေတစ်ရပ်ရပ်ကို Force Majeure ဟု သတ်မှတ်ထားခြင်းနှင့် အပိုဒ် (၁၂)၊ အပိုဒ်ခွဲ (a) (i) တွင် နိုင်ငံရေးဆိုင်ရာ မတည်ငြိမ်မှု များကို (**Political Force Majeure**) ကို Force Majeure အဖြစ်သတ်မှတ်ထားခြင်းအပေါ် ဝန်ကြီးဌာနအနေဖြင့် လက်ခံနိုင်ခြင်း ရှိ/ မရှိ နှင့် နိုင်ငံတော်အနေဖြင့် နစ်နာမှုမရှိစေရန် စိစစ်ဆောင်ရွက်သွားရန်ဖြစ်ပါသည်။

(ဏ) စာချုပ်မူကြမ်းပါ အပိုဒ် (၁၂)၊ အပိုဒ်ခွဲ (g) တွင် "In case this agreement is terminated due to the prolonged Political Force Majeure, the **compensation shall be the same with termination due to EPGE default** " ဟူ၍ နိုင်ငံရေးဆိုင်ရာမတည်ငြိမ်မှုများ (**Political Force Majeure**) ကြာရှည်ဖြစ်ပွားခြင်းကြောင့် စာချုပ်ရပ်စဲပါက EPGE ၏ ပျက်ကွက်မှုကြောင့် လျော်ကြေး ပေးချေရမည့်ပုံစံအတိုင်း လျော်ကြေးပေးချေရမည်ဖြစ်ကြောင်း ဖော်ပြထားသဖြင့် နိုင်ငံတော်အနေဖြင့် နစ်နာမှုမရှိစေရန် ဝန်ကြီးဌာနအနေဖြင့် ပြန်လည်စိစစ်ရန်လိုအပ်မည်ဖြစ်ပါသည်။

(တ) စာချုပ် (မူကြမ်း) ၏ Article 17 တွင် This Agreement Shall not be amended, save with the Written consent of both the Parties" ဟု ဖော်ပြထားပါသဖြင့် သဘောတူစာချုပ်အား ပြင်ဆင်၍မရသည့်သဘောသက်ရောက်နေပါသောကြောင့် စာချုပ်ပါ အချက်အလက်များအား နိုင်ငံတော်အတွက် နစ်နာမှုမရှိစေရေး ပြန်လည်စိစစ်ရန်ဖြစ်ပါသည်။

(ထ) အဆိုပါ စီမံကိန်း၏ စာချုပ်တွင် ရင်းနှီးမြှုပ်နှံမှုပမာဏ၊ ကြိုတင်စည်းကမ်းသတ်မှတ်ချက်များ၊ စာချုပ်ပါအဖွဲ့ဝင်များ၏ တာဝန်နှင့်ဝတ္တရားများ၊ ပျက်စီးဆုံးရှုံးနိုင်ခြေများမှုဝေကျခံခြင်းနှင့် လိုအပ်ပါက စာချုပ်အား ပြန်လည်စေ့စပ်ညှိနှိုင်းခြင်းတို့အတွက်ပါ ထည့်သွင်းချုပ်ဆိုရန်ဖြစ်ပါသည်။

(ဒ) ဓာတ်အားခနှုန်းထားမှာ တစ်ယူနစ်လျှင် US Cent ၁၃ နှုန်းဖြင့် တွက်ချက်ပြီး မြန်မာကျပ်ငွေဖြင့် တန်ဘိုးသင့်ပေးချေရာတွင် အချိန်မီပေးချေနိုင်ခြင်းမရှိပါက နောက်ကျဒဏ်ကြေးအဖြစ် တစ်ရက်လျှင် undisputed amount ပေါ်တွင် ၀.၀၂ % ပေးဆောင်ရမည်ဖြစ်ပါသဖြင့် နောက်ကျမှုမရှိစေရန် ဆောင်ရွက်ရမည်ဖြစ်ပါသည်။

(ဓ) Liquefied Natural Gas (LNG) တင်သွင်း၍ စက်ရုံတည်ဆောက်ပြီး လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရာတွင် စာချုပ်သက်တမ်းပြီးဆုံးပြီး စာချုပ်အသစ်ပြန်လည်ချုပ်ဆိုနိုင်မှု မရှိခဲ့ပါက အဆိုပါစက်ရုံများ၏ Demolish အတွက် စီမံထားရှိမှုများကို ထည့်သွင်းချုပ်ဆိုရန်ဖြစ်ပါသည်။

(န) တင်ဒါအောင်မြင်သည့် ကုမ္ပဏီသည် နိုင်ငံတော်သမ္မတရုံး၏ ၁၀-၄-၂၀၁၇ ရက်စွဲပါ ညွှန်ကြားချက်အမှတ် ၁/၂၀၁၇ တွင် ဖော်ပြပါရှိသည့် လမ်းညွှန်ချက်များနှင့်အညီ ဆောင်ရွက်ထားသည့် ကုမ္ပဏီဖြစ်ရပါမည်။

(ပ) ကျောက်ဖြူဓာတ်အားပေးစက်ရုံ စီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေး စာချုပ်ချုပ်ဆိုနိုင်ရေးနှင့်စပ်လျဉ်း၍ နိုင်ငံတော်သမ္မတရုံး၏ ၁-၆-၂၀၁၈ ရက်စွဲပါ အမိန့်ကြော်ငြာစာအမှတ် (၄၁/၂၀၁၈) ဖြင့် ထုတ်ပြန်ခဲ့သော သဘောတူစာချုပ်

များချုပ်ဆိုရာတွင် လိုက်နာဆောင်ရွက်ရမည့် လမ်းညွှန်ချက်များနှင့်အညီ လိုက်နာဆောင်ရွက်ရန်ဖြစ်ပါသည်။

၃။ သို့ဖြစ်ပါ၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း၏ Guaranteed Electric Energy for High season and low season အရ ပေးချေရမည့် ဓာတ်အားဝယ်စရိတ်များနှင့် Capacity Charges and Fuel Charges စရိတ်များသည် သက်ဆိုင်ရာဘဏ္ဍာရေးနှစ်၏ အရအသုံးခန့်မှန်းခြေငွေစာရင်းတွင်လျာထားပြီး ပြည်ထောင်စုလွှတ်တော်၏ အတည်ပြုချက်ရရှိမှသာ သုံးစွဲရမည်ဖြစ်ပါကြောင်း ပြန်ကြားအပ်ပါသည်။

31/10/2019

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)
(ထွန်းထွန်းနိုင်၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို-

စီမံကိန်းရေးဆွဲရေးဦးစီးဌာန
စီမံကိန်းစိစစ်ရေးနှင့်တိုးတက်မှုအစီရင်ခံရေးဦးစီးဌာန
ရသုံးမှန်းခြေငွေစာရင်းဦးစီးဌာန
ငွေတိုက်ဦးစီးဌာန
ပြည်တွင်းအခွန်များဦးစီးဌာန
အကောက်ခွန်ဦးစီးဌာန
ရုံးလက်ခံ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

ရင်းနှီးမြှုပ်နှံမှုနှင့်နိုင်ငံခြားစီးပွားဆက်သွယ်ရေးဝန်ကြီးဌာန

ပြည်ထောင်စုဝန်ကြီးရုံး

စာအမှတ်၊ ၁၁ / ၁၂ / ၂၂ (၁၃၈၆ /၂၀၁၉)

ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ် အောက်တိုဘာလ ၃၁ ရက်

သို့

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

အကြောင်းအရာ။ **သဘောထားမှတ်ချက်တောင်းခံခြင်းကိစ္စ**

ရည် ညွှန်း ချက် ။ (၁) လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၏ ၃၀-၉-၂၀၁၉ ရက်စွဲပါ စာအမှတ်၊ MOEE-၂/(၅၁)/(င)/(ကျောက်ဖြူ)/(၁၆၂၂)/၂၀၁၉

(၂) လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၏ ၃၀-၉-၂၀၁၉ ရက်စွဲပါ စာအမှတ်၊ MOEE-၂/(၅၁)/(င)/(သာကေတ)/(၁၆၂၅)/၂၀၁၉

(၃) လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၏ ၃၀-၉-၂၀၁၉ ရက်စွဲပါ စာအမှတ်၊ MOEE-၂/(၅၁)/(င)/(သန်လျင်)/(၁၆၂၃၈)/၂၀၁၉

(၄) လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၏ ၃၀-၉-၂၀၁၉ ရက်စွဲပါ စာအမှတ်၊ MOEE-၂/(၅၁)/(င)/(ကျွန်းချောင်း)/(၁၆၂၄၀)/၂၀၁၉

၁။ အထက်အကြောင်းအရာပါကိစ္စနှင့်စပ်လျဉ်း၍ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနမှ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် တင်ဒါအောင်မြင်ခဲ့သည့်ကုမ္ပဏီများအကြား နှစ်ဖက်သဘောတူညီချက် ပြုစုထားပြီးဖြစ်သည့် ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase Agreement - PPA) (မူကြမ်း) များအပေါ် သဘောထားမှတ်ချက် ပြန်ကြားပေးပါရန် ရည်ညွှန်းပါစာများဖြင့် တောင်းခံလာပါသည်။

၂။ အဆိုပါ ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း)များအပေါ် သဘောထားမှတ်ချက်အား အောက်ပါအတိုင်းပြန်ကြားအပ်ပါသည်-

(က) ကျောက်ဖြူဓာတ်အားပေးစက်ရုံ စီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) အပိုဒ် ၁၀ Termination အပိုဒ်ခွဲ (က) တွင် EPGE မှ ပေးချေရန် ပျက်ကွက်ခြင်း သို့မဟုတ် Force Majeure ကြောင့် စာချုပ်ရပ်စဲခဲ့လျှင် EPGE မှ လျော်ကြေးပေးရမည်ဖြစ်ကြောင်း ဖော်ပြထားရာ Force Majeure ကာလအတွင်း လျော်ကြေးပေးရန်ကိစ္စကို ထည့်သွင်းရန် သင့်/ မသင့် EPGE အနေဖြင့် စဉ်းစားသင့်ပါသည်။

(ခ) ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) အပိုဒ် ၁၂ ပါ Force Majeure ၌ Political Force Majeure ကို ဖော်ပြထားရာတွင် Electric Power Generation Enterprise (EPGE) မှ လွဲ၍ ကျန်အစိုးရအဖွဲ့ သို့မဟုတ် အာဏာပိုင်များ၏ လုပ်ဆောင်ချက် သို့မဟုတ် ချန်လှပ်ချက်များကြောင့် ကုမ္ပဏီ၏ လုပ်ငန်းအပေါ် တားဆီးခြင်း၊ ကန့်သတ်ခြင်းနှင့် နှောင့်နှေးမှုများ ဖြစ်ပေါ်ပါက "Political Force Majeure" အဖြစ် သတ်မှတ်သည်ဟု ဖော်ပြထားပြီး ဖြစ်ပါသဖြင့် နိုင်ငံတော်မှ ဆုံးဖြတ်သည့် ဆောင်ရွက်ချက်တစ်ခုခုအတွက် ကြိုတင်တားဆီးမည့် သဘောဖြစ်နေပါသဖြင့် ၎င်းအပိုဒ်အား **ပယ်ဖျက်** သင့်ပါသည်။

(ဂ) သာကေတဓာတ်အားပေးစက်ရုံ နှင့် ကျွန်းချောင်းဓာတ်အားပေးစက်ရုံ စီမံကိန်း တို့၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) တို့ပါ အပိုဒ်-၃(က) Obligations of EPGE အပိုဒ်ခွဲ (၁) ၌ "လုပ်ငန်းစတင်ဆောင်ရွက်မည့်နေ့ကို ၂၀၁၉ ခုနှစ် စက်တင်ဘာလ ၆ ရက်နေ့"ဟု ဖော်ပြထားရာ ယခုအခါ ၂၀၁၉ ခုနှစ်၊ အောက်တိုဘာလသို့ ရောက်ရှိနေပြီဖြစ်ပါသဖြင့် လုပ်ငန်းစတင် ဆောင်ရွက်ရန် ကာလမှာကျော်လွန်ပြီးဖြစ်၍ ယင်းကာလကို ပြန်လည်စိစစ် ပြင်ဆင်ရန်ဖြစ် ပါသည်။

(ဃ) သာကေတဓာတ်အားပေး စက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) အပိုဒ် ၆ Term of Agreement အပိုဒ်ခွဲ(က) တွင် စာချုပ် သက်တမ်းအား စောစီးစွာရပ်ဆိုင်းမှု (Early Termination) မပြုလုပ်ပါက စာချုပ်သက်တမ်းအား စီးပွားဖြစ်လုပ်ငန်းစတင်သည့်နေ့မှစ၍ လပေါင်း (၆၀) အထိ သက်တမ်းရှိမည်ဖြစ်ကြောင်း ဖော်ပြထားရာ အဆိုပါ Early Termination ပြုလုပ်နိုင်သည့် အချိန်ကာလ သတ်မှတ်ချက်အား ရှင်းလင်းစွာ ဖော်ပြသင့်ပါသည်။

(င) သာကေတဓာတ်အားပေး စက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) အပိုဒ် ၁၂ (က) (၂)ပါ လျှော့၊ မီးဘေး၊ ရေဘေးနှင့် ဆိုင်ကလုန်း စသည့် စာချုပ်ဝင်များ၏ ထိန်းချုပ်နိုင်မှု စွမ်းအားထက်ကျော်လွန်သည့် သဘာဝ အလျောက်ပေါ်ပေါက်လာနိုင်သည့် မလွန်ဆန်နိုင်သော ဖြစ်ရပ်များကြောင့် ဖြစ်ပွားသည့် ထိခိုက်မှုများနှင့် စပ်လျဉ်း၍ ထည့်သွင်းတွက်ချက်ရန် မသင့်ပါ သဖြင့် ပယ်ဖျက်သင့်ပါသည်။

(စ) သန်လျင်ဓာတ်အားပေးစက်ရုံ စီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) အပိုဒ် ၆ (Term of the Agerrment) အပိုဒ်ခွဲ(က)တွင် စာချုပ်သက်တမ်းအား စောစီးစွာရပ်ဆိုင်းမှု (Early Termination) မပြုလုပ်ပါက စာချုပ်သက်တမ်းအား စီးပွားဖြစ်စတင်သည့် နေ့မှစ၍ လပေါင်း (၆၀) အထိ သက်တမ်းရှိမည် ဖြစ်ကြောင်းဖော်ပြထားရာ အဆိုပါ Early Termination ပြုလုပ်နိုင်သည့် **အချိန်ကာလသတ်မှတ်ချက်အား** ရှင်းလင်းစွာထည့်သွင်းဖော်ပြသင့်ပါသည်။

(ဆ) သန်လျင်ဓာတ်အားပေးစက်ရုံ စီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) အပိုဒ် ၁၀ (က) ပါ EPGE မှ လျော်ကြေးပေးချေရမည့် Termination Payment တွက်ချက်သည့်ပုံစံ "[R x C x F] + D တွင် Factor (F) အနေဖြင့် ငလျင်၊ မီးဘေး၊ ရေဘေးနှင့် ဆိုင်ကလုန်း စသည့် စာချုပ်ဝင်များ၏ ထိန်းချုပ်နိုင်မှု စွမ်းအားထက်ကျော်လွန်သော သဘာဝအလျောက် ပေါ်ပေါက်လာနိုင်သည့် မလွန်ဆန်နိုင်သော ဖြစ်ရပ်များကြောင့် ဖြစ်ပွားသည့် ထိခိုက်မှုများနှင့် စပ်လျဉ်း၍ ထည့်သွင်းတွက်ချက်ရန် မသင့်ပါသဖြင့် ပယ်ဖျက်သင့်ပါသည်။

(ဇ) ကျွန်းချောင်းဓာတ်အားပေး စက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေး စာချုပ် (မူကြမ်း) အပိုဒ် – ၃ (ခ) Obligations of the Company အောက်ရှိ အပိုဒ်ခွဲ (၃) ပြီးနောက် အပိုဒ်ခွဲနံပါတ်များ အစဉ်အတိုင်း ဖြစ်စေရန် စိစစ်ပြင်ဆင်သင့်ပါသည်။

(ဈ) ကျွန်းချောင်းဓာတ်အားပေး စက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) အပိုဒ် – ၃(က)(၂)တွင် လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းသည် စီမံကိန်းနေရာတွင် Gas Engine မှထွက်ရှိလာသော အသံဆူညံမှုကြောင့် တတိယပုဂ္ဂိုလ်မှ တိုင်ကြားချက်အပါအဝင် အခြားတိုင်ကြားချက်များအားလုံးအတွက် တာဝန်ယူဖြေရှင်းပေးရမည်ဟု ဖော်ပြထားသဖြင့် တာဝန်ခံဌာနအနေဖြင့် လိုက်နာဆောင်ရွက်နိုင်ခြင်း ရှိ-မရှိ ပြန်လည်စိစစ်သင့်ပါသည်။

(ည) ကျွန်းချောင်းဓာတ်အားပေးစက်ရုံ စီမံကိန်း၏ဓာတ်အားဝယ်ယူရေး စာချုပ် (မူကြမ်း) အပိုဒ် – ၄ Payment Terms အပိုဒ်ခွဲ(ဆ) ပါ "Myanmar Foreign Trade Bank" ဟူသောစာသားအစား **"Myanma Foreign Trade Bank"**ဟု ပြင်ဆင်ဖော်ပြရန် ဖြစ်ပါသည်။

(ဠ) ကျွန်းချောင်းဓာတ်အားပေး စက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေး စာချုပ် (မူကြမ်း) အပိုဒ်- (၃)(က)(၅) တွင် လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းသည် တင်ဒါအောင်မြင်ခဲ့သည့် Consortium of V Power Group Holdings Ltd. ၏ နိုင်ငံခြားသား ဝန်ထမ်းများအတွက် သက်ဆိုင်ရာဌာနများထံမှ အကြိမ်ကြိမ် ပြည်ဝင်ခွင့်ဗီဇာနှင့်၊ ကာလရှည်နေထိုင်ခွင့် ရရှိရေးအတွက် လိုအပ်သည့် စာရွက်စာတမ်းများနှင့် အစီအမံများ ထောက်ပံ့ပေးရမည်ဟု ဖော်ပြထားရာ "Subjects to relevant laws and regulations EPGE shall make arrangements and provide all documentary support as may be required by the relevant Myanmar authorities to ensure that multiple entry visa and ~~Long~~ Stay Permits which are issued to allow each requisite personnel of the Company------------------" ဟုပြင်ဆင်ဖော်ပြသင့်ပါသည်။

(ဥ) ကျွန်းချောင်းဓာတ်အားပေးစက်ရုံ စီမံကိန်း၏ဓာတ်အားဝယ်ယူရေး စာချုပ် (မူကြမ်း) အပိုဒ် ၉(င) တွင် သဘောတူစာချုပ်ကို နှစ်ဖက်သဘောတူညီမှု ဖြင့်လည်းကောင်း၊ တစ်ဆက်တည်း ရက်ပေါင်း (၁၈၀) ရက်ထက် ကျော်လွန်၍ မမျှော်မှန်းနိုင်သောဖြစ်ရပ်များ ဖြစ်ပွားခြင်းကြောင့်လည်းကောင်း စာချုပ်ရပ်စဲနိုင်သည်ဟု ဖော်ပြထားရာ နှစ်ဖက်သဘောတူညီမှု သို့မဟုတ် မမျှော်မှန်းနိုင်သော ဖြစ်ရပ်များကြောင့် စာချုပ်ရပ်စဲခြင်း ဖြစ်သဖြင့် "This Agreement can be terminated without compensation for neither party if both Parties agreed mutually to terminate it or if either party is being affected by any Force Majeure (as defined below)event for more than 180 days consecutively. "ဟု ဖြည့်စွက် ပြင်ဆင်သင့်ပါသည်။

(၃) ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း၊ သာကေတဓာတ်အားပေးစက်ရုံ **စီမံကိန်းနှင့်** သန်လျင်ဓာတ်အားပေးစက်ရုံစီမံကိန်း တို့အတွက် လျှပ်စစ်ဓာတ်အားဝယ်ယူရေး သဘောတူစာချုပ် (မူကြမ်း) များ Force Majeure စာပိုဒ်တွင် မလွန်ဆန်နိုင်သောဖြစ်ရပ်အဖြစ် "nationalization" ကို ဖော်ပြထားပါသည်။ သဘောတူစာချုပ် (မူကြမ်း) များအရ မြန်မာနိုင်ငံဘက်မှ စာချုပ်လက်မှတ်ရေးထိုးချုပ်ဆို၍ အကောင်အထည်ဖော်ဆောင်ရွက်ရမည့် လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနသည် အစိုးရဝန်ကြီးဌာန/အဖွဲ့အစည်းဖြစ်ပြီး ဖွဲ့စည်းပုံအခြေခံဥပဒေ (၂၀၀၈ ခုနှစ်) ပုဒ်မ - ၃၆ (ဃ) ၌လည်း "စီးပွားရေး

ဆိုင်ရာလုပ်ငန်းများကို နိုင်ငံပိုင်သိမ်းယူခြင်းမပြု” ဟု ပြဋ္ဌာန်းပါရှိပါသဖြင့် အဆိုပါ “nationalization” ဟူသော စကားရပ်အား ထည့်သွင်းဖော်ပြခြင်း မပြုရန် စဉ်းစားသင့်ပါသည်။

(ဎ) လျှပ်စစ်ဓာတ်အားဝယ်ယူရေး သဘောတူစာချုပ် (မူကြမ်း) များ၏ အပိုဒ်-၂ Objectives ဒုတိယပိုဒ်တွင် “under the laws of Myanmar” ဟူသော စာသားအစား“under the laws of the Republic of the Union of Myanmar” ဟု ပြင်ဆင်ဖော်ပြရန် ဖြစ်ပါသည်။

(ဏ) လျှပ်စစ်ဓာတ်အားဝယ်ယူရေး သဘောတူစာချုပ် (မူကြမ်း) များ၏ အပိုဒ်-၃(ခ) Obligations of the Company တွင် “under Myanmar laws and regulations” ဟူသောစာသားအစား “in accordance with the existing laws, rules and regulations of the Republic of the Union of Myanmar” ဟု ပြင်ဆင်ဖော်ပြရန်နှင့် “applicable laws of Myanmar” ဟူသောစာသားအစား “applicable laws, rules and regulations of the Republic of the Union of Myanmar” ဟု ပြင်ဆင်ဖော်ပြရန် ဖြစ်ပါသည်။

(တ) လျှပ်စစ်ဓာတ်အားဝယ်ယူရေး သဘောတူစာချုပ် (မူကြမ်း) များ၏ အပိုဒ်- ၄ Payment Terms တွင် “in accordance with Myanmar laws” ဟူသော စာသားအစား“in accordance with the existing laws, rules and regulations of the Republic of the Union of Myanmar” ဟု ပြင်ဆင် ဖော်ပြရန် ဖြစ် ပါသည်။

(ထ) လျှပ်စစ်ဓာတ်အားဝယ်ယူရေး သဘောတူစာချုပ် (မူကြမ်း) များ၏ အပိုဒ် -၄ Payment Terms အပိုဒ်ခွဲ(စ)တွင် “Myanmar Economics Bank in Naypyitaw” ဟူသောစာသားအစား “Myanma Economic Bank in Nay Pyi Taw” ဟု ပြင်ဆင်ဖော်ပြရန် ဖြစ်ပါသည်။

(ဒ) လျှပ်စစ်ဓာတ်အားဝယ်ယူရေး သဘောတူစာချုပ် (မူကြမ်း) များ၏ နိဒါန်းပိုင်း တွင် “တစ်ဖက်စီကို “a Party” ဟု လည်းကောင်း၊ နှစ်ဖက်အဖွဲ့အစည်းကို စုပေါင်း၍ “the Parties” ဟု လည်းကောင်းရည်ညွှန်းမည်” ဆိုသည့် စာသား အားထည့်သွင်း ဖော်ပြထားပြီး ဖြစ်သဖြင့် “Both parties”၊ “both the Parties”၊ “all Parties” ဟု သုံးနှုန်းထားသည့် စာသားများအစား “the Parties” ဟု ပြင်ဆင်ဖော်ပြရန် ဖြစ်ပါသည်။

(ဓ) နိုင်ငံတော်၏ ရေရှည်အကျိုးစီးပွား တိုးတက်စေရန်အတွက် စီးပွားရေး စာချုပ်စာတမ်းများ ချုပ်ဆိုရာတွင် လိုက်နာဆောင်ရွက်ရမည့် လမ်းညွှန်ချက်များကို နိုင်ငံတော်သမ္မတရုံးမှ အမိန့်ကြော်ငြာစာအမှတ် ၄၁/၂၀၁၈ ဖြင့် ထုတ်ပြန်ကြော်ငြာခဲ့ပြီးဖြစ်ရာ စီပွားရေးစာချုပ်စာတမ်းများ ချုပ်ဆိုရာတွင် အဆိုပါအမိန့်ကြော်ငြာစာနှင့်အညီ လိုက်နာဆောင်ရွက်ရန်နှင့် သဘောတူစာချုပ်များ လက်မှတ်ရေးထိုးချုပ်ဆိုပြီး၍ အကောင်အထည်ဖော်ဆောင်ရွက်ရာတွင် နိုင်ငံတော်သမ္မတရုံး၏ ၂၀၁၇ ခုနှစ်၊ ဧပြီလ ၁၀ ရက်နေ့ ရက်စွဲပါ အမိန့်ကြော်ငြာစာအမှတ် ၁/၂၀၁၇ ဖြင့် ထုတ်ပြန်ထားသည့် လမ်းညွှန်ချက်များနှင့်အညီ ဆောင်ရွက်ရန်ဖြစ်ပါသည်။

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)
(အောင်နိုင်ဦး၊အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို

ရုံးလက်ခံ/မျှောစာတွဲ

17.10 2019 10:06AM FAX 067418161 CBM No 0001

လျှို့ဝှက်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်

စာအမှတ်၊ မဗဘ/MP/FIR/ဘဏ်စိစစ်/ ၄(၁၆၆/၂၀၁၉)

ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ်၊ အောက်တိုဘာလ ၁၀ ရက်

သို့

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

အကြောင်းအရာ။ **ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase Agreement-PPA) (မူကြမ်း) အပေါ် သဘောထား မှတ်ချက်တောင်းခံလာခြင်းကိစ္စ**

ရည် ညွှန်း ချက် ။ လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန၏ ၃၀-၉-၂၀၁၉ ရက်စွဲပါ စာအမှတ်၊ MOEE-၂/(၆)/(င)/(ကျောက်ဖြူ)/(၁၆၂၁၈)/၂၀၁၉

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနက ရည်ညွှန်းချက်ပါစာဖြင့် ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်းအတွက် လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် တင်ဒါအောင်မြင်ခဲ့သည့် Consortium of China National Technical Import & Export Corporation, V Power Group Holdings Ltd. and V Power Holdings Ltd. တို့အကြား နှစ်ဖက်ညှိနှိုင်းပြုစုထားပြီးဖြစ်သည့် ကျောက်ဖြူဓာတ်အားပေးစက်ရုံစီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ်(Power Purchase Agreement-PPA) (မူကြမ်း) အပေါ် မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်၏ သဘောထားမှတ်ချက် တောင်းခံလာခြင်းနှင့်စပ်လျဉ်း၍ အောက်ပါအတိုင်း ပြန်ကြားအပ်ပါသည်-

- စာချုပ်(မူကြမ်း) အပိုဒ် 4 ၊ အပိုဒ်ခွဲ(ဋ) တွင် ကုမ္ပဏီအနေဖြင့် Performance Bank Guarantee ကို "မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်က လက်ခံနိုင်သည့်ဘဏ်တစ်ဘဏ်" မှ ထုတ်ပေးသည့် Performance Bank Guarantee ဟု ဖော်ပြထားရာ ကုမ္ပဏီများမှာ ပြည်ပကုမ္ပဏီများဖြစ်သဖြင့် ယင်းစာသားအစား "မြန်မာ့နိုင်ငံခြားကုန်သွယ်မှုဘဏ်၏ အဆက်အသွယ်ဘဏ်တစ်ဘဏ်" မှ တင်သွင်းရန်ဟု ပြင်ဆင်ဖော်ပြသင့်ပါသည်။

ဥက္ကဋ္ဌ(ကိုယ်စား)
(စိုးမင်း၊ ဒုတိယဥက္ကဋ္ဌ)

မိတ္တူကို

ရုံးလက်ခံ

လျှို့ဝှက်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
အမှတ်(၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့

တယ်လီဖုန်း- ၀၁-၆၅၈၁၃၁ | စာအမှတ်၊ မရက- ၆/၁ /၂၀၁၉ (၀၂၀၈)
ဖက်(စ်) - ၀၁-၆၅၈၁၃၄ | ရက်စွဲ ၊ ၂၀၁၉ခုနှစ် အောက်တိုဘာလ ၉ ရက်

သို့

ပြည်ထောင်စုဝန်ကြီးရုံး
လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန

အကြောင်းအရာ ။ ကျောက်ဖြူဓာတ်အားပေးစက်ရုံ စီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase Agreement-PPA) (မူကြမ်း) အပေါ် သဘောထား မှတ်ချက်ပြန်ကြားခြင်းကိစ္စ

ရည်ညွှန်းချက် ။ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန ပြည်ထောင်စုဝန်ကြီးရုံး၏ ၃၀-၉-၂၀၁၉ ရက်စွဲပါစာအမှတ် MOEE- ၂/(၁၅)/(င)/(ကျောက်ဖြူ)/ (၁၆၂၂၁)/၂၀၁၉

၁။ တိုးတက်သုံးစွဲလာမည့် ဓာတ်အားလိုအပ်ချက်ကို ဖြည့်ဆည်းနိုင်ရန် IPP/BOO စနစ်ဖြင့် အချိန်တိုအတွင်း တပ်ဆင်တည်ဆောက်နိုင်သော Gas Engine/ Power Barge/ Power Ship များဖြင့် စီမံကိန်း(၅)ခု စုစုပေါင်းဓာတ်အား (၁၀၄၀) မဂ္ဂါဝပ်ကို မြန်မာကျပ်ငွေဖြင့် ၅နှစ်စာ PPA စာချုပ်ချုပ်ဆို၍ ဓာတ်အားဝယ်ယူနိုင်ရေးအတွက် တင်ဒါအောင်မြင်ခဲ့သော Consortium of China National Technical Import& Export Corporation, V Power Group Holdings Ltd. and V Power Holdings Ltd. နှင့် လျှပ်စစ်ဓါတ်အားထုတ်လုပ်ရေးလုပ်ငန်းတို့အကြား ချုပ်ဆိုမည့် ဓာတ်အားဝယ်ယူရေးစာချုပ် Power Purchase Agreement (PPA) (မူကြမ်း)အပေါ်တွင် သဘောထားမှတ်ချက် ပြန်ကြားပေးရန် ရည်ညွှန်းပါစာဖြင့် ညှိနှိုင်း အကြောင်းကြားလာပါသည်။

၂။ အဆိုပါ ကျောက်ဖြူဓာတ်အားပေးစက်ရုံ စီမံကိန်း၏ ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase Agreement-PPA) (မူကြမ်း)နှင့် စပ်လျဉ်း၍ သဘောထားမှတ်ချက်အား အောက်ပါ အတိုင်း သဘောထားပြန်ကြားအပ်ပါသည်-

(က) စာချုပ်မူကြမ်း အပိုဒ် ၁၂ ပါ Force Majeure တွင် Political Force Majeure ကို ဖော်ပြထားရာတွင် EPGE မှလွဲ၍ ကျန်အစိုးရအဖွဲ့ သို့မဟုတ် အာဏာပိုင်များ၏ လုပ်ဆောင်ချက် သို့မဟုတ် ချန်လုပ်ချက်များကြောင့် ကုမ္ပဏီ၏ လုပ်ငန်းအပေါ် တားဆီးခြင်း၊ ကန့်သတ်ခြင်းနှင့် နှောင့်နှေးမှုများ ဖြစ်ပေါ်ပါက "Political Force Majeure" အဖြစ် သတ်မှတ်ဟု ဖော်ပြထားဖြစ်သဖြင့် နိုင်ငံတော်မှဆုံးဖြတ်သည့်

ဆောင်ရွက်ချက် တစ်ခုခုအတွက် ကြိုတင်တားဆီးမည့် သဘောဖြစ်နေသဖြင့် ၎င်းအပိုဒ်အား **ပယ်ဖျက်** သင့်ပါသည်။

(ခ) စာချုပ်(မူကြမ်း) အပိုဒ် ၁၀ Termination အပိုဒ်ခွဲ (က) တွင် EPGE မှ ပေးချေရန် ပျက်ကွက်ခြင်း သို့မဟုတ် Force Majeure ကြောင့် စာချုပ်ရပ်စဲခဲ့လျှင် EPGE မှ လျော်ကြေးပေးရမည်ဖြစ်ကြောင်း ဖော်ပြထားရာ **Force Majeure ကာလအတွင်း လျော်ကြေးပေးရန် ကိစ္စကို ထည့်သွင်းရန်သင့်မသင့်** EPGE အနေဖြင့် စဉ်းစားသင့်ပါသည်။

ဥက္ကဋ္ဌ (ကိုယ်စား)
(မြသူဇာ၊ တွဲဖက်အတွင်းရေးမှူး)

မိတ္တူကို

ရုံးလက်ခံ/မျှောစာတွဲ

Form (2)

Proposal Form

To,

Chairman
Myanmar Investment Commission

Reference No.
Date.

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Section 36 of the Myanmar Investment Law by furnishing the following particulars:-

1. The Investor's:
   - (a) Name LO SIU YUEN
   - (b) Father's name LO HUNG FAT
   - (c) ID No./National Registration Card No./Passport No. KJ0561917
   - (d) Citizenship Chinese
   - (e) Address:
     - (i) Address in Myanmar
     - (ii) Residence abroad Flat D, 1/F., Block 3, Lakeview Garden, 21 Yau On Street, Tai Wai, New Territories, Hong Kong
   - (f) Phone /Fax +852 2687 6517
   - (g) E -mail address podtaki@vpower.com
   - (h) Name of principle organization CNTIC VPower Group Holding Ltd
   - (i) Principle company's address: Units 2701-05, 27/F, Office Tower 1,The Harbourfront,18-22 Tak Fung Street, Hung Hom, Kowloon, Hong Kong.
   - (j) Type of Business Generation of 400 MW electricity from LNG, Supply and Sale of electricity on IPP(BOO) basic.
   - (k) Proposed investment's supply chain and benefits to the other related businesses
2. If the investment business is formed under Joint Venture, partners':- NIL
   - (a) Name
   - (b) Father's name
   - (c) ID No./ National Registration Card No./Passport No.
   - (d) Citizenship

(e) Address: ....

(i) Address in Myanmar ....

(ii) Residence abroad ....

(f) Parent company ....

(g) Parent company's address ....

Note: The following documents need to be attached according to the above paragraph (1) and (2):-

(1) Company registration certificate (copy);

(2) National Registration Card (copy) and passport (copy);

(3) Evidences about the business and financial conditions of the participants of the proposed investment business;

3. If the investor don't apply for permission to make investment by himself/herself, the applicant;

(a) Name ....NIL..........

(b) Name of Contact Person ....

(if applicant is business organization)

Remark: To submit the official letter of legal representative as attachment

(c) ID No./ National Registration Card No./Passport No. ....

(d) Citizenship ....

(e) Address in Myanmar :....................

(f) Phone / Fax : ....

(g) E-mail : ....

4. Type of proposed investment business:- Generation of 400 MW electricity from LNG, Supply and Sale of electricity on IPP(BOO) basic

....

5. Type of business organization to be formed:-

☒ One Hundred Percent ☐ Joint Venture (To attach the draft of JV agreement)

☐ Type of Contractual basis (To attach contract (agreement) draft)

6. List of shareholders

No	Name of Shareholder	Citizenship	Share Percentage
1	CV MYANMAR YG1 LIMITED	Hong Kong	100%

7. Particulars of Company incorporation

(a) Type of Company Foreign/ Private Company Limited by shares

(b) Type of Share Ordinary

(c) Total amount of shares which will be paid by all shareholder

(d) Profile of Parent Company CV MYANMAR YG1 LIMITED, Reg No. 2875384, Incorporated in Hong Kong.

(e) Parent Company's Paid-up Capital Amount US$ 363.07 million

(f) Parent Company's Capital Contribution US$ 363.07 million
in proposed investment project

(g) Parent Company's Technical Experiences Please refer to the attachment

8. Particulars of Paid-up Capital of the investment business

	Kyat/US$ (Million)
(a) Amount/percentage of local capital to be contributed	
(b) Amount/percentage of foreign capital to be brought in	US$ 363.07 million
Total	US$ 363.07 million

(c) Annually or period of proposed capital to be brought in
2 years

(d) Value /Amount of investment
US$ 363.07 million

(e) Investment period 5 years

(f) Construction /Preparation period one year

Note: Describe with annexure if it is required for the specific condition in regard to the above Paragraph 8 (e).

9. Detailed list of foreign capital to be brought in - see Annex 2

	Foreign Currency (Million)	Equivalent Kyat (Million)
(a) Foreign currency	9.62 million	14,622.40 million
(to purchase from foreign currency) (see Annex 3)	353.45 million	537,244.00 million
(b) Machinery and equipment (to enclose detailed list)		

*Note: 1US$ = 1520

(c)	The value of initial raw materials and other similar materials (to enclose detailed list)	NIL	
(d)	Value of license, intellectual property, industrial design, trade mark, patent, etc.	NIL	
(e)	Value of technical know-how	NIL	
(f)	Others(eg: Construction materials)		
	Total	US$ 363.07 million	MMK 551,866.40 million

Remark: The evidence of permission shall be submitted for the above paragraph 9 (d) and (e).

10. Details of local capital to be contributed - NIL

		Kyat (Million)
(a)	Amount	
(b)	Value of machinery and equipment (to enclose the detailed list)	
(c)	Value or rental rate of land and buildings	
(d)	Cost of building construction	
(e)	Value of furniture and assets (to enclose the detailed list)	
(f)	Value of initial raw material (to enclose the detailed list)	
(g)	Others	
	Total	

11. Particulars of Loans- NIL

☐ Loan (local) .... Kyat(s)

.... US$

☐ Loan (abroad) .... US$

*Note: 1US$ = 1520

12. Particulars about the Investment Business - Please refer to annex 4 for details

(a) Investment location(s)/place .... Thaketa Power Plant, Thaketa Township, Yangon Region

(b) Type and area requirement for land or land and building

(i) Location .... Thaketa Power Plant, Thaketa Township, Yangon Region

(ii) Area and number of land/building .... 40 Acres

(iii) Owner of the land .... Electric Power Generation Enterprise, Ministry of Electricity and Energy

(aa) Name/company/department ....

(bb) National Registration Card No. ....

(cc) Address .... Building No. 27, Naypyittaw Region, Myanmar

....

(iv) Type of land .... Government Lease

(v) Period of land lease contract .... 6 years

(vi) Lease period .... From .... To (2025) year

(vii) Lease rate ....

(aa) Land .... US$12,141/acre/year

(bb) Building ....

(viii) Ward ....

(ix) Township .... Thaketa Township

(x) State/Region .... Yangon

(xi) Lessee .... CNTIC VPOWER YG1 LIMITED

(aa) Name/ Name of Company/ Department .... CNTIC VPOWER YG1 LIMITED

(bb) Father's name ....

(cc) Citizenship ....

(dd) ID No./Passport No. .... Registration Number. 122504743

(ee) Residence Address .... Sule Pagoda Road, No.221, 16th Floor, Room 16-08 kyauktada, Yangon, Myanmar

(c) Requirement of building to be constructed;

(i) Type / number of building .... Steel structure machinery house

(ii) Area .... 95m * 90m

(d) Annual products to be produced/ Services .... Annex 7

(e) Annual electricity requirement .... Self-provided

(f) Annual requirement of water supply .... 430 cubic meter

Note: The following documents have to be enclosed for above Paragraph 12 (b)

(i) to enclose land ownership and ownership evidences(except industrial zone) and land map;

(ii) land lease agreement(draft);

13. Detailed information about financial standing -

(a) Name/company's name VPower Group International Holding Ltd

(b) ID No./National Registration Card No./Passport No. Reg no. 2875384

(c) Bank Account No. 447-0-813755-8

Note: To enclose bank statement from resident country or annual audit report of the principle company with regard to the above paragraph 13.

14. List of Employment:-

Item	Designation /Rank	Citizen		Foreign		Total	
		Qty (pax)	Rate of Salary	Qty (pax)	Rate of Salary	Qty (pax)	Rate of Salary
a	Senior management (Managers, Senior officials)			1	30576	1	30576
b	Other management level (Except from Senior management)	4	15573			4	15573
c	Professionals						
d	Technicians						
e	Advisors						
f	Skilled Labour	234	521034	56	1411200	290	1932234
h	Workers	28	42,825			28	42825
Total		266	579432	57	1441776	323	2021208

The following information shall be enclosed: -

(i) Social security and welfare arrangements for all employees;

(ii) Evaluation of environmental impact arrangements

15. Describe whether other Applications are being submitted together with the Proposal or not :

☒ Land Rights Authorisation Application

☒ Tax Incentive Application

16. Describe with annexure the summary of proposed investment.

Signature of the applicant

Name: LO SIU YUEN
Title: Director
Department /Company CNTIC VPOWER YG1 LIMITED
(Seal/Stamp)

Date:---------------------------

Summary of Proposed Investment (Rule 38)

1. Please describe any other person who has a significant direct or indirect interest in the investment.

   (a) Please describe an Enterprise or individual who are entitled to possess more than 10% of the profit distribution:

   (1) Name: CV MYANMAR YG1 LIMITED

   (2) Address: Units 2701-05, 27/F, Office Tower 1, The Harbourfront, 18-22 Tak Fung Street, Hung Hom, Kowloon, Hong Kong

   (3) Company Registration No. or N.R.C No./ Passport No.: 2875384

   (b) If there is directly participated Subsidiary in carrying out the proposed investment, please describe the name of that companies:

   (1) NIL

   (2) --

   (3) --

2. The principal location or locations of - the investment: Thaketa Power Plant, Thaketa Township, Yangon Region

3. A description of the sector in which the investment is to be made and the activities and operations to be conducted: Generation of 400 MW electricity from LNG, Supply and Sale of electricity on IPP(BOO) basic.

4. The proposed amount of the investment (in Kyat and US$): US$ 363.07 million / MMK551,866.40 million

   * Note: 1US$ = 1520 Kyats

5. A description of the plan for the implementation of the Investment including expected timetable:

   (a) Construction or Preparatory Period (Decribe MM/YY): one year

   (b) Commercial Operation Date (Decribe MM/YY): 3 April 2020

6. Number of employees to be appointed:

   (a) Local 266

   (b) Foreign (Expert/ Technician) 57

7. Please specify the detailed list of foreign capital (Capital in-Cash and Capital in-Kinds) in Kyat and US$:

   (a) Capital in-cash to be brought in - US$ 363.07 million ~ MMK 551,866.40 million

   (b) Capital in-kind to be brought in - ---

*Note: 1US$ = 1520

Note: The investor may request the Commission to refrain from publishing commercial-in-confidential information of its investment.

Undertaking

I / We hereby declare that the above statements are true and correct to the best of my/our knowledge and belief.

I /We fully understand that proposal may be denied or unnecessarily delayed if the applicant fails to provide required information to access by Commission for issuance of permit.

I/We hereby declare to strictly comply with terms and conditions set out by the Myanmar Investment Commission.

Signature of the applicant

CNTIC VPOWER YG1 LIMITED

Name: LO SIU YUEN
Title: Director
Department /Company CNTIC VPOWER YG1 LIMITED
(Seal/Stamp)

Date:----------------------------

ပုံစံ (၂)

အဆိုပြုချက်

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ၊
ရက်စွဲ ၂၀၁၉ ခုနှစ်၊ လ ရက်

ကျွန်တော်/ ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၃၆ နှင့်အညီ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုပါသဖြင့် ခွင့်ပြုပါရန် အောက်ပါ အချက်အလက်များကိုဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏-

(က) အမည် LO SIU YUEN

(ခ) အဖအမည် LO HUNG FAT

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/
နိုင်ငံကူးလက်မှတ်အမှတ် KJ0561917

(ဃ) နိုင်ငံသား Chinese

(င) နေရပ်လိပ်စာ

(၁)ပြည်တွင်း

(၂) ပြည်ပ Flat D, 1/F., Block 3, Lakeview Garden, 21 Yau On Street, Tai Wai, New Territories, Hong Kong

(စ) တယ်လီဖုန်း /ဖက်စ် +852 2687 6517

(ဆ) အီးမေးလ်လိပ်စာ podtaki@vpower.com

(ဇ) ပင်မကုမ္ပဏီအမည် CNTIC Vpower Group Holding Limited

(ဈ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ Units 2701-05, 27/F, Office Tower 1, The Harbourfront, 18-22 Tak Fung Street, Hung Hom, Kowloon, Hong Kong

(ည) လုပ်ငန်းအမျိုးအစား IPP (BOO) စနစ်ဖြင့် ၄၀၀ မဂ္ဂါဝပ် LNG စွမ်းအင်သုံး ဓာတ်အားပေး စက်ရုံတည်ဆောက်၍ လျှပ်စစ် ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်း

(ဋ) အဆိုပြုလုပ်ငန်း၏ ထုတ်လုပ်မှုကွင်းဆက်နှင့်

အခြားဆက်စပ်လုပ်ငန်းများအပေါ် အကျိုးပြုမှု

၂။ ဖက်စပ်ပြုလုပ်၍ ရင်းနှီးမြှုပ်နှံလိုပါက ရင်းနှီးမြှုပ်နှံသူနှင့် ဖက်စပ်ပြုလုပ်မည့်သူများ၏- NIL

(က) အမည် ....

(ခ) အဖအမည် ....

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ ....

နိုင်ငံကူးလက်မှတ်အမှတ်

(ဃ) နိုင်ငံသား ....

(င) နေရပ်လိပ်စာ ....

(၁) ပြည်တွင်း ....

(၂) ပြည်ပ ....

(စ) ပင်မကုမ္ပဏီအမည် ....

(ဆ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ ....

မှတ်ချက်။ အထက်အပိုဒ် ၁၊ ၂ တို့နှင့်စပ်လျဉ်း၍ အောက်ပါအချက်များကို ပူးတွဲတင်ပြရန်-

(၁) ကုမ္ပဏီမှတ်ပုံတင် အထောက်အထားများ (မိတ္တူ)

(၂) နိုင်ငံသားစိစစ်ရေး ကတ်အမှတ် (မိတ္တူ)နှင့် နိုင်ငံကူး လက်မှတ် (မိတ္တူ)

(၃) အဆိုပြုလုပ်ငန်းတွင် ပါဝင်လိုသူများ၏ လုပ်ငန်းပိုင်းနှင့် ငွေရေးကြေးရေးဆိုင်ရာ အထောက်အထားများ

၃။ ရင်းနှီးမြှုပ်နှံသူ ကိုယ်တိုင်လျှောက်ထားခြင်း မဟုတ်ပါက လျှောက်ထားသူ၏- NIL

(က) အမည် ....

(ခ) ဆက်သွယ်ရမည့် ပုဂ္ဂိုလ်အမည် ....

(လျှောက်ထားသူသည် စီးပွားရေးအဖွဲ့အစည်းဖြစ်ပါက)

မှတ်ချက်။ တရားဝင်ကိုယ်စားလှယ်လွှဲစာ ပူးတွဲတင်ပြရန်

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ နိုင်ငံကူးလက်မှတ်အမှတ် ....

(ဃ) နိုင်ငံသား ....

(င) မြန်မာနိုင်ငံတွင် နေထိုင်သည့် ....

နေရပ်လိပ်စာ ....

(စ) တယ်လီဖုန်း /ဖက်စ် ....

(ဆ) အီးမေးလ်လိပ်စာ ....

၄။ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် လုပ်ငန်းအမျိုးအစား IPP (BOO) စနစ်ဖြင့် ၄၀၀ မဂ္ဂါဝပ် LNG စွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံတည်ဆောက်၍ လျှပ်စစ် ဓာတ်အားထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း

၅။ ဖွဲ့စည်းမည့် စီးပွားရေးအဖွဲ့အစည်း ပုံသဏ္ဌာန်

☒ ရာခိုင်နှုန်းပြည့် ☐ ဖက်စပ်ပြုလုပ်ခြင်း (ဖက်စပ်စာချုပ်မူကြမ်းတင်ပြရန်)

☐ အခြားသဘောတူညီချက် ပုံစံတစ်မျိုးမျိုးဖြင့် ဆောင်ရွက်ခြင်း (စာချုပ်မူကြမ်းတင်ပြရန်)

၆။ အစုရှယ်ယာရှင်များစာရင်း

စဉ်	အစုရှယ်ယာရှင်အမည်	နိုင်ငံသား	အစုရှယ်ယာပိုင်ဆိုင်မှု%
1	CV MYANMAR YG1 LIMITED	Hong Kong	100%

၇။ ကုမ္ပဏီဖွဲ့စည်းခြင်းနှင့်သက်ဆိုင်သော အချက်အလက်များ

(က) ကုမ္ပဏီအမျိုးအစား Foreign Company/ Privated Company Limited by shares

(ခ) အစုရှယ်ယာအမျိုးအစား Ordinary

(ဂ) အစုရှယ်ယာဝင်များက ထည့်ဝင်မည့်အစုရှယ်ယာပမာဏ ....

(ဃ) မိခင်ကုမ္ပဏီ၏ လုပ်ငန်းဆောင်ရွက်မှုအကျဉ်းချုပ် CV MYANMAR YG1 LIMITED, Reg No. 2875384, Incorporated in Hong Kong

(င) မိခင်ကုမ္ပဏီ၏ မတည်ငွေရင်းပမာဏ US$ 363.07 million

(စ) မိခင်ကုမ္ပဏီ၏ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအတွက် ငွေကြေးထည့်ဝင်နိုင်မှု US$ 363.07 million

(ဆ) မိခင်ကုမ္ပဏီ၏ နည်းပညာအတွေ့အကြုံများ Please refer to the attachment

၈။ မတည်ငွေရင်းနှင့်သက်ဆိုင်သည့်အချက်အလက်များ-

ကျပ်/US$(သန်းပေါင်း)

(က) ပြည်တွင်းမှ ထည့်ဝင်မည့် မတည်ငွေရင်း ပမာဏ/ ရာခိုင်နှုန်း ..... NIL

(ခ) နိုင်ငံခြားမှ ယူဆောင်လာမည့် မတည်ငွေရင်း ပမာဏ/ ရာခိုင်နှုန်း ..... US$ 363.07 million

စုစုပေါင်း ..... US$ 363.07 million

(ဂ) အဆိုပြုမတည်ငွေရင်းနှစ်အလိုက် ထည့်ဝင်မည့်အခြေအနေ/ ယူဆောင်လာမည့်ကာလ ..... 2 years

(ဃ) ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး/ ပမာဏ ..... US$ 363.07 million

(င) ရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်လိုသည့် သက်တမ်း ..... 5 years

(စ) ရင်းနှီးမြှုပ်မှုလုပ်ငန်း တည်ဆောက်မှုကာလ သို့မဟုတ် ပြင်ဆင်မှုကာလ ..... One year

မှတ်ချက်။ အပိုဒ် ၈(င) နှင့်စပ်လျဉ်း၍ ထူးခြားသည့်အခြေအနေရှိပါက နောက်ဆက်တွဲ ဖြင့်ဖော်ပြပါရန်

၉။ နိုင်ငံခြားမှ ယူဆောင်တင်သွင်းလာမည့် မတည်ငွေရင်း၏ အသေးစိတ်စာရင်း- see Annex 2

	နိုင်ငံခြားငွေ (သန်းပေါင်း)	ညီမျှသည့်ခန့်မှန်းငွေကျပ် (သန်းပေါင်း)
(က) နိုင်ငံခြားငွေ (To purchase from foreign currency) (အမျိုးအစားနှင့် တန်ဖိုးပမာဏ)	9.62 million 353.45 million (see Annex 3)	14,622.40 million 537,244.00 million
(ခ) စက်ပစ္စည်းများ၊ စက်ကိရိယာများ စသည့်ပစ္စည်းတို့၏ တန်ဖိုးပမာဏ (အသေးစိတ်စာရင်း ပူးတွဲတင်ပြရန်)		
(ဂ) ကနဦးကုန်ကြမ်း ပစ္စည်းများနှင့် အခြားအလားတူ ပစ္စည်းများ၏ တန်ဖိုးပမာဏ (အသေးစိတ် စာရင်းပူးတွဲတင်ပြရန်)	NIL	NIL
(ဃ) လိုင်စင်၊ တီထွင်မှု ပိုင်ဆိုင်ခွင့်၊ စက်မှုဒီဇိုင်း၊ ကုန်အမှတ်တံဆိပ်၊ မူပိုင်ခွင့်စသည့် အသိဉာဏ်ဆိုင်ရာ ပစ္စည်းများကို တန်ဖိုးဖြတ်နိုင်သော အခွင့်အရေးများ၏ တန်ဖိုးပမာဏ	NIL	NIL

*Note: 1US$ = 1520

(င)	ကျွမ်းကျင်မှုနည်းပညာရပ်များ၏ တန်ဖိုးပမာဏ	NIL	NIL
(စ)	အခြား (ဥပမာ-ဆောက်လုပ်ရေး လုပ်ငန်းသုံးပစ္စည်းများ)	NIL	NIL
	စုစုပေါင်း	US$ 363.07 million	MMK 551,866.40 million

မှတ်ချက်။ အပိုဒ်၉ (ဃ) (င) တို့နှင့်စပ်လျဉ်း၍ အသုံးပြုခွင့် အထောက်အထားများ ပူးတွဲ တင်ပြရန်။

၁၀။ ပြည်တွင်းမှ ထည့်ဝင်မည့် မတည်ငွေရင်း၏ အသေးစိတ်စာရင်း- NIL

	ကျပ်(သန်းပေါင်း)
(က) ငွေပမာဏ	
(ခ) စက်ပစ္စည်းကိရိယာများ တန်ဖိုးပမာဏ (အသေးစိတ်စာရင်း ပူးတွဲတင်ပြရန်)	
(ဂ) မြေ/အဆောက်အအုံတန်ဖိုး သို့မဟုတ် ငှားရမ်းခ	
(ဃ) အဆောက်အအုံ ဆောက်လုပ်မှု ကုန်ကျစရိတ်	
(င) ပရိဘောဂနှင့် လုပ်ငန်းသုံးပစ္စည်းများ တန်ဖိုးပမာဏ (အသေးစိတ်စာရင်း ပူးတွဲတင်ပြရန်)	
(စ) ကနဦးကုန်ကြမ်း ပစ္စည်းတန်ဖိုး ပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	
(ဆ) အခြား	
စုစုပေါင်း	

၁၁။ ချေးငွေနှင့်သက်ဆိုင်သည့် အချက်အလက်များ- NIL

☐ ပြည်တွင်းချေးငွေ ....ကျပ်

..........အမေရိကန်ဒေါ်လာ

☐ ပြည်ပချေးငွေ ....အမေရိကန်ဒေါ်လာ

*Note: 1US$ = 1520

၁၂။ ဆောင်ရွက်မည့် စီးပွားရေးအဖွဲ့အစည်းနှင့်သက်ဆိုင်သော အချက်အလက်များ–

(က) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်ဒေသ(များ)/တည်နေရာ Please refer to annex 4 for details

သာကေတ လျှပ်စစ်ဓာတ်အားပေးရုံ၊ သာကေတမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး

(ခ) မြေ သို့မဟုတ် မြေနှင့် အဆောက်အအုံနေရာ အမျိုးအစားနှင့် အကျယ်အဝန်းလိုအပ်ချက်

(၁) တည်နေရာ သာကေတ လျှပ်စစ်ဓာတ်အားပေးရုံ၊ သာကေတမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး

(၂) မြေ/အဆောက်အအုံအကျယ်အဝန်း၊ အရေအတွက် 40 Acres

(၃) လက်ရှိပိုင်ဆိုင်သူ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း၊ လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန

(ကက) အမည်/ ကုမ္ပဏီအမည်/ဌာန

(ခခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်

(ဂဂ) နေရပ်လိပ်စာ Building No. 27, Naypyittaw Region, Myanmar

(၄) မြေအမျိုးအစား Government lease

(၅) မြေငှားဂရန်ခွင့်ပြုကာလ 6 years

(၆) ငှားရမ်းမည့်ကာလ ....မှ .... ထိ (2025)နှစ်

(၇) ငှားရမ်းခနှုန်းထား

(ကက) မြေ USD 12,141/ acre/year

(ခခ) အဆောက်အအုံ

(၈) ရပ်ကွက်

(၉) မြို့နယ် Thaketa Township

(၁၀) ပြည်နယ်/တိုင်းဒေသကြီး Yangon

(၁၁) ငှားရမ်းမည့်ပုဂ္ဂိုလ် CNTIC VPOWER YG1 LIMITED

(ကက) အမည်/ ကုမ္ပဏီအမည်/ဌာန CNTIC VPOWER YG1 LIMITED

(ခခ) အဖအမည်

(ဂဂ) နိုင်ငံသား

(ဃဃ) နိုင်ငံကူးလက်မှတ်အမှတ်/ Registration Number. 122504743
နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်

(ငင) နေရပ်လိပ်စာ Sule Pagoda Road, No.221, 16th Floor, Room 16-08
Kyauktada Township, Yangon Region, Myanmar

(ဂ) ဆောက်လုပ်မည့် အဆောက်အအုံလိုအပ်ချက်

(၁) အဆောက်အအုံအမျိုးအစား/အရေအတွက် Steel structure machinery house

(၂) အကျယ်အဝန်း 95m * 90m

(ဃ) နှစ်စဉ်ထုတ်လုပ်မည့် ကုန်ပစ္စည်း/ဝန်ဆောင်မှု Annex 7

(င) နှစ်စဉ်လျှပ်စစ်ဓါတ်အား လိုအပ်ချက် Self - provided

(စ) နှစ်စဉ်ရေလိုအပ်ချက် 430 Cubic Meter

မှတ်ချက်။ အပိုဒ်၁၂(ခ) နှင့်စပ်လျဉ်း၍ အောက်ပါအချက်များ ပူးတွဲတင်ပြရန်-

(၁) မြေပိုင်ဆိုင်မှု/မြေဂရန် အထောက်အထား (စက်မှုဇုန်မှအပ)နှင့်မြေပုံ

(၂) မြေငှားစာချုပ်(မူကြမ်း)

၁၃။ ငွေကြေးပိုင်ဆိုင်မှုနှင့်ပတ်သက်၍ အသေးစိတ်ဖော်ပြချက်-

(က) အမည်/ ကုမ္ပဏီအမည် VPower Group International Holding Ltd

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ နိုင်ငံကူးလက်မှတ်အမှတ် Reg no. 2875384

(ဂ) ဘဏ်စာရင်းအမှတ် 447-0-813755-8

(မိခင်နိုင်ငံရှိ ဘဏ်ထောက်ခံချက် သို့မဟုတ် မိခင်ကုမ္ပဏီ၏ စာရင်းစစ်ပြီးသည့် နှစ်ချုပ်စာရင်း ပူးတွဲတင်ပြရန်)

၁၄။ ဆောင်ရွက်မည့် စီးပွားရေးအဖွဲ့အစည်းတွင် လိုအပ်မည့်ဝန်ထမ်းများစာရင်း

စဉ်	အဆင့်အတန်း	မြန်မာနိုင်ငံသား		နိုင်ငံခြားသား		စုစုပေါင်း
		ဦးရေ	လစာ	ဦးရေ	လစာ	ဦးရေ
(က)	အကြီးတန်းစီမံခန့်ခွဲမှု (မန်နေဂျာများ၊ အဆင့်မြင့်အရာရှိများ)			1	30576	1
(ခ)	အခြားအဆင့် စီမံခန့်ခွဲမှု (အကြီးတန်းစီမံခန့်ခွဲမှုမှအပ)	4	15573			4
(ဂ)	သက်မွေးဝမ်းကျောင်းပညာရှင်များ					
(ဃ)	နည်းပညာနှင့် ဆက်စပ်သည့် သက်မွေးပညာရှင်					
(င)	အကြံပေး					
(စ)	ကျွမ်းကျင်လုပ်သား	234	521034	56	1411200	290
(ဆ)	အခြေခံလုပ်သား	28	42825			28
	စုစုပေါင်း	266	579432	57	1441776	323

မှတ်ချက်။ အောက်ဖော်ပြပါဖော်ပြချက်များ ပူးတွဲဖော်ပြရန်

(၁) လုပ်သားများ၏ လူမှုဖူလုံရေး၊ သက်သာချောင်ချိမှုဆောင်ရွက်မည့်အစီအမံများ

(၂) ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်း ပြုလုပ်မည့်အစီအမံများ

၁၅။ အဆိုပြုချက်နှင့်အတူ အောက်ဖော်ပြပါ လျှောက်ထားလွှာများကို တင်ပြလျှောက်ထားခြင်း ရှိ/မရှိ ဖော်ပြရန်-

☒ မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

☒ အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

၁၆။ အဆိုပြုရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း အကျဉ်းချုပ်အား နောက်ဆက်တွဲဖြင့်ဖော်ပြရန်။

CNTIC VPOWER YG1 LIMITED

လျှောက်ထားသူလက်မှတ်

အမည် LO SIU YUEN

ရာထူး Director

ဌာန/ကုမ္ပဏီတံဆိပ် CNTIC VPOWER YG1 LIMITED

ရက်စွဲ-

အဆိုပြုရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း အကျဉ်းချုပ် (နည်းဥပဒေ၃၈)

၁။ ရင်းနှီးမြှုပ်နှံမှုတွင် တိုက်ရိုက်ဖြစ်စေ၊ သွယ်ဝိုက်၍ဖြစ်စေ အကျိုးစီးပွားသိသာထင်ရှားစွာ ပါဝင်သော အခြားပုဂ္ဂိုလ်များ ဖော်ပြရန်-

(က) ရင်းနှီးမြှုပ်နှံသူမှ ရရှိမည့် အမြတ်ငွေ၏ ၁၀ % နှင့်အထက်ကို ပိုင်ဆိုင်ခွင့်ရှိသည့် သို့မဟုတ် ထိန်းချုပ်ခွင့်ရှိသည့်လုပ်ငန်း၏-

(၁) အမည် — CV MYANMAR YG1 LIMITED

(၂) ဆက်သွယ်ရမည့်လိပ်စာ — The Harbourfront, 18-22 Tak Fung Street Units 2701-05, 27/F, Office Tower 1 Hung Hom, Kowloon, Hong Kong

(၃) မှတ်ပုံတင်အမှတ် (တစ်ဦးထက်ပိုပါက နောက်ဆက်တွဲဖြင့်ဖော်ပြရန်) — 2875384

(ခ) ခွင့်ပြုမည့် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း ဆောင်ရွက်ရာတွင် တိုက်ရိုက်ပါဝင်သည့် လက်အောက်ခံ ကုမ္ပဏီများရှိလျှင် အဆိုပါကုမ္ပဏီများ၏ အမည်ကိုဖော်ပြရန်-

NIL

(၁) ----------

(၂) ----------

(၃) ----------

၂။ ရင်းနှီးမြှုပ်နှံမှု၏ အဓိကတည်နေရာ သို့မဟုတ် တည်နေရာများ — သာကေတ လျှပ်စစ်ဓာတ်အားပေးရုံ၊ သာကေတမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။

၃။ ရင်းနှီးမြှုပ်နှံမှု လုပ်ငန်းပြုလုပ်မည့် ကဏ္ဍနှင့် ဆောင်ရွက်မည့်စီးပွားရေးလုပ်ငန်းများ ဖော်ပြချက် — IPP (BOO) စနစ်ဖြင့် ၄၀၀ မဂ္ဂါဝပ် LNG စွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံတည်ဆောက်၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ် ရောင်းချခြင်းလုပ်ငန်း

၄။ အဆိုပြုထားသော ရင်းနှီးမြှုပ်နှံမှုပမာဏ (မြန်မာကျပ်နှင့် အမေရိကန်ဒေါ်လာတို့ဖြင့်ဖော်ပြရန်) US$ 363.07 million -- MMK 551,866.40 million -- --

* Note: 1US$ = 1520

၅။ ရင်းနှီးမြှုပ်နှံမှုအကောင်အထည်ဖော်မည့် ခန့်မှန်းအချိန်ဇယားအပါအဝင်အစီအစဉ်ဖော်ပြချက်-

(က) တည်ဆောက်ရေး ကာလ သို့မဟုတ် ပြင်ဆင်မှုကာလ(နှစ်၊လတို့ဖြင့်ဖော်ပြရန်) One Year --

(ခ) စီးပွားဖြစ်စတင်မည့်ကာလ (နှစ်၊လတို့ဖြင့် ဖော်ပြရန်) 3 April 2020 --

၆။ ခန့်ထားမည့်အလုပ်သမားဦးရေ -

(က) ပြည်တွင်း 266 --

(ခ) ပြည်ပ(ပညာရှင်/ကျွမ်းကျင်သူ) 57 --

၇။ ပြည်ပမှပြည်တွင်းသို့ ယူဆောင်လာမည့် မတည်ရင်းနှီးမြှုပ်နှံမှုများတွင် ငွေသားဖြင့် ယူဆောင်မှုပမာဏ (Capital in-Cash)၊ ရင်းနှီးပစ္စည်းအဖြစ်ယူဆောင်လာမည့် ရင်းနှီးငွေပမာဏ(Capital in-Kinds) တို့အား တိကျစွာခွဲခြားသတ်မှတ် ဖော်ပြပေးရန် (မြန်မာကျပ်နှင့်အမေရိကန်ဒေါ်လာတို့ဖြင့် ဖော်ပြရန်) -

(က) ငွေသားဖြင့်ယူဆောင်မှုပမာဏ US$ 363.07 million ~ MMK 551,866.40 million --

(ခ) ပစ္စည်းအဖြစ်ယူဆောင်လာမည့် ရင်းနှီးငွေပမာဏ --

*Note: 1US$ = 1520

မှတ်ချက်။ ရင်းနှီးမြှုပ်နှံသူသည် ရင်းနှီးမြှုပ်နှံမှုနှင့် သက်ဆိုင်သော လျှို့ဝှက်ထိန်းသိမ်းရမည့်သတင်းအချက်အလက်များအား ထုတ်ပြန်ခြင်းမှ ရှောင်ကြဉ်ရန်ကော်မရှင်ထံ တင်ပြတောင်းဆိုနိုင်သည်။

ကတိဝန်ခံချက်

အထက်ဖော်ပြပါ လျှောက်ထားသူမှပေးအပ်သည့် အချက်အလက်များအားလုံးသည် မှန်ကန်မှု ရှိပါကြောင်း အာမခံပါသည်။

ဤအဆိုပြုချက်တွင် ခွင့်ပြုမိန့်ထုတ်ပေးရန်အတွက် ကော်မရှင်မှ စိစစ်ရာ၌ လိုအပ်သည့် အချက်အလက်များကို လျှောက်ထားသူက ပေးအပ်ရန် ပျက်ကွက်ပါက အဆိုပြုချက်ကို ငြင်းပယ်ခြင်း သို့မဟုတ် စိစစ်ရာ၌ မလိုလားအပ်သည့် နှောင့်နှေးကြန့်ကြာခြင်းတို့ ဖြစ်ပေါ်နိုင်ကြောင်း ကောင်းစွာ သဘောပေါက်နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ချမှတ်မည့်စည်းမျဉ်းစည်းကမ်းများကိုလည်း လိုက်နာမည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုအပ်ပါသည်။

လျှောက်ထားသူလက်မှတ်

အမည် LO SIU YUEN

ရာထူး Director

ဌာန/ကုမ္ပဏီတံဆိပ် CNTIC VPOWER YG1 LIMITED

Form (6)

Tax Incentive Application

To

Chairman

Myanmar Investment Commission

Ref.No:

Dated:

Subject: **Application for Tax Incentive**

I do hereby apply with the following particulars for the tax incentive under section 74 of Myanmar Investment Law:

1. Applicant
   - (a) Name of Investor — LO SIU YUEN
   - (b) Name of Company — CNTIC VPOWER YGL LIMITED
   - (c) Type of Business — Generation of 400 MW electricity from LNG, Supply and Sale of electricity on IPP(BOO) basic.
   - (d) Myanmar Investment Commission Permit or Endorsement No. (If a permit or endorsement is still processing, please describe the information.) — ----------------
2. If investor doesn't submit by himself/ herself , the applicant's;
   - (a) Name of contact Person — ----------------
   - (b) National Registration Card No/ Passport No — ----------------
3. Construction period or Preparatory period — One Year
4. Commencement date for commercial operation — 3 April 2020
5. Applied for the following tax incentive :
   - (a) Exemption or Relief under section 75(a)
   - (-) Income tax holiday - 3 years
   - (-) ----------------
   - (-) ----------------

   Note: The applicaton must specify precise tax incentives applied for .
6. If the investor apply for tax incentive under section 75(a), Please state the Zone in accordance rule 83 or the Zone in which more than 65% of the value of the investment is invested or carried out in accordance with rule 96. — Zone 3
7. If the investor apply for tax incentive under section 77(a) and (d) , please fill the information in schedule (1) .

8. If the investor apply for tax incentive under section 77(b) , Please state the following information and fill in schedule (2) :

   (a) an expected amount as per year to be earned from the investment ------------------------------------

   (b) Foreign Currency from export as per year ------------------------------------

9. If the investor apply for tax incentive under section 78(a) , please state the following information in accordance with rule 99:

   (a) Please describe, which financial year the profits reinvested are earning by the investor. ------------------------------------

   (b) Please describe which financial year the profits are reinvested by the investor. ------------------------------------

   (c) Please describe the amount of reinvestment. ------------------------------------

10. If the investor apply for tax incentive under section 78(b) , please describe the following information:

    (a) Provide the depreciation schedule of assets for which the depreciation rate is to be adjusted, showing both the depreciation at the standard rate and at a rate of 1.5 times the depreciation rate permitted under the relevant laws of the Union.

    (b) Has the investor separately applied for or obtained an adjustment to the depreciation rate from the relevant authority.

11. If the investor apply for tax incentive under section 78(c) ,provide an itemised list of actual research and development expenses for the current financial year.

Signature ....

Name of Investor LO SIU YUEN.....

Designation...... Director ......

Department/Company CNTIC VPOWER YG1 LIMITED

(Seal/Stamp) CNTIC VPOWER YG1 LIMITED

SCHEDULE (1)-LIST OF PRODUCTION EQUIPMENTS NEEDED (Please refer to annex 3)

NO.	LIST OF ITEM	HS CODE (WITH FORU DIGIST)	UNIT	QUANTITY	UNIT PRICE (USD)	TOTAL VALUE	SOURCE	
							LOCAL	IMPORT
	1	2	3	4	5	6	7	8
	TOTAL							

Note : Please specify the brand new item or reconditioned item.

SCHEDULE (2)-LIST OF PRDUCTION INPUT NEEDED

	LIST OF ITEM	HS CODE (WITH FOUR DIGIST)	UNIT	UNIT PRICE(USD)	ANNUAL NEEDS				OTHER
					LOCAL		IMPORT		
					QUANTITY	TOTAL VALUE (USD)	QUANTITY	TOTAL VALUE (USD)	
	1	2	3	4	5	6	7	8	9
	TOTAL								

ပုံစံ (၆)

အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊
ရက်စွဲ ၊၂၀၁၉ ခုနှစ်၊ လ ရက်

အကြောင်းအရာ။ **မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့် လျှောက်ထားခြင်း**

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၄ အရ အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်များ ခံစားခွင့်ရရှိရေးအတွက် အောက်ဖော်ပြပါအချက်များအား ဖြည့်စွက်၍ လျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏
(က) အမည် LO SIU YUEN
(ခ) ကုမ္ပဏီအမည် CNTIC VPOWER YG1 LIMITED
(ဂ) လုပ်ငန်းအမျိုးအစား IPP (BOO) စနစ်ဖြင့် ၄၀၀ မဂ္ဂါဝပ် LNG စွမ်းအင်သုံး ဓာတ်အားပေး စက်ရုံတည်ဆောက်၍ လျှပ်စစ် ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း
(ဃ) ခွင့်ပြုမိန့်အမှတ် သို့မဟုတ် အတည်ပြုမိန့်အမှတ် (လျှောက်ထားဆဲဖြစ်ပါက လျှောက်ထားဆဲဖြစ်ကြောင်းဖော်ပြရန်) --

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင်လျှောက်ထားခြင်း မဟုတ်ပါက လျှောက်ထားသူ၏
(က) ဆက်သွယ်ရမည့် ပုဂ္ဂိုလ်အမည် --
(ခ) နိုင်ငံသားစိစစ်ရေးကတ်/ နိုင်ငံကူးလက်မှတ် အမှတ် --

၃။ တည်ဆောက်မှုကာလ/ ပြင်ဆင်မှု ကာလ One Year

၄။ စီးပွားဖြစ်စတင်ဆောင်ရွက်သည့်နေ့ 3 April 2020

၅။ အောက်ပါအခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်ကိုခံစားခွင့်ပြုနိုင်ပါရန် လျှောက်ထားအပ်ပါသည်-

(က) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၅(က)ပါ ဝင်ငွေခွန်ကင်းလွတ်ခွင့်

Income tax holiday - 3 years

(-) ---:

(-) ---:

(-) ---:

မှတ်ချက်။ မိမိလျှောက်ထားလိုသည့် ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များကို ဖော်ပြရန်

၆။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ၇၅(က)ပါဝင် ငွေခွန်ကင်းလွတ်ခွင့် လျှောက်ထားမည်ဆိုပါက နည်းဥပဒေ၈၃နှင့် အညီ လုပ်ငန်းဆောင်ရွက် နေသည့်ဇုန်နေရာ သို့မဟုတ် နည်းဥပဒေ၉၆ နှင့်အညီ တွက်ချက်ထားသော ရင်းနှီးမြှုပ်နှံမှု လုပ်ငန်းတန်ဖိုး ၆၅ရာခိုင်နှုန်းအထက်အားရင်းနှီးမြှုပ်နှံထားသည့်သို့မဟုတ် လုပ်ငန်း ဆောင်ရွက်နေသည့် ဇုန်နေရာကို ဖော်ပြပေးရန်။ -- Zone 3 --

၇။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၇ (က) နှင့် (ဃ) ကို လျှောက်ထားမည် ဆိုပါက နည်းဥပဒေ ၈၄ ပါ အချက်အလက်များကို ဇယား (၁) တွင်ဖြည့်စွက်ရန်။

၈။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၇ (ခ) အရ အခွန်ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်လျှောက်ထားမည်ဆိုပါက ဇယား(၂) နှင့် အောက်ပါအချက်အလက်များကို ဖော်ပြပေးအပ်ရန်-

(က) ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းမှ ရရှိမည့် တစ်နှစ်စာမျှော်မှန်းဝင်ငွေ ------------------------------------

(ခ) ပို့ကုန်များမှရရှိသော တစ်နှစ်စာ နိုင်ငံခြားငွေ ------------------------------------

၉။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ၇၈(က)အရ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်လျှောက်ထားမည်ဆိုပါက နည်းဥပဒေ ၉၉နှင့်အညီ တစ်ဖက်ပါအချက်အလက်များကို ဖော်ပြပေးအပ်ရန်-

(က) မည်သည့်ဘဏ္ဍာနှစ်တွင်ရရှိခဲ့သည့် ------------------------------------

အမြတ်ငွေဖြစ်ကြောင်းဖော်ပြရန်။

(ခ) မည်သည့်ဘဏ္ဍာနှစ်အတွက် ပြန်လည် ---------------------------------- ရင်းနှီးမြှုပ်နှံလိုကြောင်းဖော်ပြရန်။

(ဂ) ပြန်လည် ရင်းနှီးမြှုပ်နှံမည့် ပမာဏ ---------------------------------- ကိုဖော်ပြပေးရန်။

၁၀။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၈(ခ) အရ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည်ဆိုပါကအောက်ပါအချက်အလက်များကိုဖော်ပြပေးအပ်ရန်-

(က) နိုင်ငံတော်၏ သက်ဆိုင်ရာ ဥပဒေများအရ ခွင့်ပြုထားသည့် ပစ္စည်း တန်ဖိုး လျော့တွက်နှုန်းထားနှင့် ၎င်းနှုန်းထား၏၁.၅ဆနှင့် တူညီသည့် ပစ္စည်းတန်ဖိုး လျော့တွက်နှုန်းထားတို့ကို ယှဉ်တွဲတွက်ချက် ဖော်ပြထားသည့် ပစ္စည်းတန်ဖိုး လျော့တွက်နှုန်းထားတွက်ချက်မှုကိုပူးတွဲတင်ပြရန်။

(ခ) ရင်းနှီးမြှုပ်နှံသူသည် ပစ္စည်းတန်ဖိုး လျော့တွက်နှုန်းထားကို တွက်ချက် ခံစားခွင့်အတွက် အခြားသက်ဆိုင်ရာ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံ သီးခြားလျှောက်ထားခြင်းသို့မဟုတ်ရရှိထားခြင်းရှိ/မရှိ။

၁၁။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ၇၈(ဂ) အရ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည်ဆိုပါကဘဏ္ဍာနှစ်အတွက်သုတေသနနှင့်ဖွံ့ဖြိုးရေးလုပ်ငန်းများ၏အမှန်တကယ်ကုန်ကျစရိတ်ကိုစာရင်းပြုစု၍ပူးတွဲတင်ပြရန်။

လျှောက်ထားသူလက်မှတ်

အမည် LO SIU YUEN

ရာထူး Director

ဌာန/ကုမ္ပဏီတံဆိပ် CNTIC VPOWER YG1 LIMITED

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ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

စာအမှတ်၊ MOEE- ၂ /(၁၅)/(င)/(VPower)(၁၈၄၇၉) /၂၀၁၉

ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ် ၊ နိုဝင်ဘာ လ ၈ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **CNTIC VPOWER YG1 LIMITED မှ သာကေတတွင် အကောင်အထည်ဖော်ဆောင်ရွက်မည့် ဓာတ်အားပေးစက်ရုံ တည်ဆောက်ခြင်းလုပ်ငန်းအတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ ခွင့်ပြုမိန့် လျှောက်ထားခြင်းအား ထောက်ခံတင်ပြခြင်းကိစ္စ**

၁။ ၂၀၂၀ ခုနှစ်၊ နွေရာသီတွင် တိုးတက်သုံးစွဲလာမည့် နိုင်ငံတော်၏ လျှပ်စစ်ဓာတ်အားလိုအပ်ချက်ကို အချိန်မီဖြည့်ဆည်းပေးနိုင်ရန် ဓာတ်အားပေးစက်ရုံစီမံကိန်း(၅)ခုကို Independent Power Producer, Build Operate Own (IPP/BOO) စနစ်ဖြင့် (၅)နှစ်စာ PPA စာချုပ်ချုပ်ဆို၍ ဝယ်ယူနိုင်ရန်အတွက် ပြည်ထောင်စု အစိုးရအဖွဲ့ အစည်းအဝေး အမှတ်စဉ် (၁၂/၂၀၁၉)၏ သဘောတူ ဆုံးဖြတ်ချက်ဖြင့် ၂၈-၆-၂၀၁၉ ရက်မှစ၍ တင်ဒါခေါ်ဆိုဆောင်ရွက်ခဲ့ပါသည်။

၂။ အထက်ပါ စီမံကိန်း(၅)ခုအနက် သာကေတ (၄၀၀) မဂ္ဂါဝပ် ဓာတ်အားပေးစက်ရုံစီမံကိန်းအတွက် တစ်ယူနစ် စုစုပေါင်း ဈေးနှုန်းအနည်းဆုံးဖြင့် ဆောင်ရွက်မည့် The Consortium of CNTIC and VPower အား တင်ဒါအောင်မြင်သူအဖြစ် သတ်မှတ်၍ စီမံကိန်း စတင်အကောင်အထည်ဖော် ဆောင်ရွက်နိုင်ရေး Letter of Acceptance (LOA) ကို ၆-၉-၂၀၁၉ ရက်နေ့တွင် ထုတ်ပေးခဲ့ပြီး အဆိုပါကုမ္ပဏီအဖွဲ့မှ စီမံကိန်းလုပ်ငန်းများ ဆောင်ရွက်လျက်ရှိပါသည်။

၃။ ထို့အပြင် The Consortium of CNTIC and VPower သည် China National Technical Import & Export Corporation, VPower Group Holdings Ltd. နှင့် VPower Holdings Ltd ကုမ္ပဏီများဖြင့် ဖွဲ့စည်းထားပြီး၊ ဓာတ်အားဝယ်ယူရေးစာချုပ်ချုပ်ဆိုနိုင်ရေးနှင့် ဓာတ်အားပေးစက်ရုံတည်ဆောက် ခြင်း၊ မောင်းနှင်ခြင်းများ ဆောင်ရွက်နိုင်ရန် (၃-၁၀-၂၀၁၉)ရက်နေ့တွင် CNTIC VPOWER YG1 LIMITED အမည်ဖြင့် Project Company တည်ထောင်ခဲ့ပါသည်။

၄။ ထို့နောက် အဆိုပါစီမံကိန်းအတွက် ဓာတ်အားဝယ်ယူရေး သဘောတူစာချုပ်ချုပ်ဆိုနိုင်ရေး ဌာနနှင့်ကုမ္ပဏီတို့အကြားနှစ်ဖက်သဘောတူညီပြီးဖြစ်သည့် စာချုပ်မူကြမ်းများအား ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၊ ပြည်ထောင်စုစာရင်းစစ်ချုပ်ရုံး၊ စီးပွားရေးနှင့်ကူးသန်းရောင်းဝယ်ရေးဝန်ကြီးဌာန၊ စီမံကိန်းနှင့် ဘဏ္ဍာရေးဝန်ကြီးဌာန၊ ရင်းနှီးမြှုပ်နှံမှုနှင့်နိုင်ငံခြားစီးပွားဆက်သွယ်ရေးဝန်ကြီးဌာန၊ မြန်မာ

နိုင်ငံတော်ဗဟိုဘဏ်နှင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်များသို့ပေးပို့၍ သဘောထားမှတ်ချက် တောင်းခံထားပါသည်။

၅။ သို့ဖြစ်ပါ၍ CNTIC VPOWER YG1 LIMITED မှ ဓာတ်အားပေးစက်ရုံ တည်ဆောက်ပြီး မြန်မာနိုင်ငံအတွင်း လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရောင်းချရန်အတွက် လုပ်ထုံးလုပ်နည်းများနှင့်အညီ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ လျှောက်ထားမှုအပေါ် လိုအပ်သလိုကူညီဆောင်ရွက်ပေးနိုင်ပါရန် ညှိနှိုင်း မေတ္တာရပ်ခံအပ်ပါသည်။

ပူးတွဲလျက်။ CNTIC VPOWER YG1 LIMITED ၏ သာကေတ ဓာတ်အားပေးစက်ရုံ စီမံကိန်းအတွက် အဆိုပြုတင်ပြချက် - (၁) အုပ်

ပြည်ထောင်စုဝန်ကြီး(လက်မှတ်)
(တင်မောင်ဦး၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို -

လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း
ရုံးလက်ခံ/မျှောစာတွဲ

Form (6)

Tax Incentive Application

To

Chairman

Myanmar Investment Commission

Ref.No:

Dated:

Subject: **Application for Tax Incentive**

I do hereby apply with the following particulars for the tax incentive under section 74 of Myanmar Investment Law:

1. Applicant
   - (a) Name of Investor — LO SIU YUEN
   - (b) Name of Company — CNTIC VPOWER YG1 LIMITED
   - (c) Type of Business — Generation of 400 MW electricity from LNG, Supply and Sale of electricity on IPP(BOO) basic.
   - (d) Myanmar Investment Commission Permit or Endorsement No. (If a permit or endorsement is still processing, please describe the information.) — --
2. If investor doesn't submit by himself/ herself , the applicant's;
   - (a) Name of contact Person — --
   - (b) National Registration Card No/ Passport No — --
3. Construction period or Preparatory period — One Year
4. Commencement date for commercial operation — 3 April 2020
5. Applied for the following tax incentive :
   - (a) Exemption or Relief under section 75(a)
   - (-) Income tax holiday - 3 years
   - (-) --
   - (-) --

   Note: The applicaton must specify precise tax incentives applied for .
6. If the investor apply for tax incentive under section 75(a), Please state the Zone in accordance rule 83 or the Zone in which more than 65% of the value of the investment is invested or carried out in accordance with rule 96. — Zone 3
7. If the investor apply for tax incentive under section 77(a) and (d) , please fill the information in schedule (1) .

8. If the investor apply for tax incentive under section 77(b) , Please state the following information and fill in schedule (2) :

(a) an expected amount as per year to be earned from the investment	------------------------------------
(b) Foreign Currency from export as per year	------------------------------------

9. If the investor apply for tax incentive under section 78(a) , please state the following information in accordance with rule 99:

(a) Please describe, which financial year the profits reinvested are earning by the investor.	------------------------------------
(b) Please describe which financial year the profits are reinvested by the investor.	------------------------------------
(c) Please describe the amount of reinvestment.	------------------------------------

10. If the investor apply for tax incentive under section 78(b) , please describe the following information:
   (a) Provide the depreciation schedule of assets for which the depreciation rate is to be adjusted, showing both the depreciation at the standard rate and at a rate of 1.5 times the depreciation rate permitted under the relevant laws of the Union.
   (b) Has the investor separately applied for or obtained an adjustment to the depreciation rate from the relevant authority.

11. If the investor apply for tax incentive under section 78(c) ,provide an itemised list of actual research and development expenses for the current financial year.

Signature …………………………..

Name of Investor LO SIU YUEN …………………….

Designation…… Director ……………………

Department/Company CNTIC VPOWER YG1 LIMITED
(Seal/Stamp)

SCHEDULE (1)-LIST OF PRODUCTION EQUIPMENTS NEEDED (Please refer to annex 3)

NO.	LIST OF ITEM	HS CODE (WITH FORU DIGIST)	UNIT	QUANTITY	UNIT PRICE (USD)	TOTAL VALUE	SOURCE	
							LOCAL	IMPORT
	1	2	3	4	5	6	7	8
	TOTAL							

Note : Please specify the brand new item or reconditioned item.

SCHEDULE (2)-LIST OF PRDUCTION INPUT NEEDED

NO.	LIST OF ITEM	HS CODE (WITH FOUR DIGIST)	UNIT	UNIT PRICE(USD)	ANNUAL NEEDS				OTHER
					LOCAL		IMPORT		
					QUANTITY	TOTAL VALUE (USD)	QUANTITY	TOTAL VALUE (USD)	
	1	2	3	4	5	6	7	8	9
	TOTAL								

ပုံစံ (၆)

အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊

ရက်စွဲ ၊၂၀၁၉ ခုနှစ်၊ လ ရက်

အကြောင်းအရာ။ **မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့် လျှောက်ထားခြင်း**

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၄ အရ အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်များ ခံစားခွင့်ရရှိရေးအတွက် အောက်ဖော်ပြပါအချက်များအား ဖြည့်စွက်၍ လျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည် LO SIU YUEN

(ခ) ကုမ္ပဏီအမည် CNTIC VPOWER YG1 LIMITED

(ဂ) လုပ်ငန်းအမျိုးအစား IPP (BOO) စနစ်ဖြင့် ၄၀၀ မဂ္ဂါဝပ် LNG စွမ်းအင်သုံး ဓာတ်အားပေး စက်ရုံတည်ဆောက်၍ လျှပ်စစ် ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း

(ဃ) ခွင့်ပြုမိန့်အမှတ် သို့မဟုတ် အတည်ပြုမိန့်အမှတ် (လျှောက်ထားဆဲဖြစ်ပါက လျှောက်ထားဆဲဖြစ်ကြောင်းဖော်ပြရန်)

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင်လျှောက်ထားခြင်း မဟုတ်ပါက လျှောက်ထားသူ၏

(က) ဆက်သွယ်ရမည့် ပုဂ္ဂိုလ်အမည် --

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်/ နိုင်ငံကူးလက်မှတ် အမှတ် --

၃။ တည်ဆောက်မှုကာလ/ ပြင်ဆင်မှု ကာလ One Year

၄။ စီးပွားဖြစ်စတင်ဆောင်ရွက်သည့်နေ့ 3 April 2020

၅။ အောက်ပါအခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်ကိုခံစားခွင့်ပြုနိုင်ပါရန် လျှောက်ထားအပ်ပါသည်-

(က) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၅(က)ပါ ဝင်ငွေခွန်ကင်းလွတ်ခွင့်

Income tax holiday - 3 years

(-) --:

(-) --:

(-) --:

မှတ်ချက်။ မိမိလျှောက်ထားလိုသည့် ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များကို ဖော်ပြရန်

၆။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ၇၅(က)ပါဝင် ငွေခွန်ကင်းလွတ်ခွင့် လျှောက်ထားမည်ဆိုပါက နည်းဥပဒေ၈၃နှင့် အညီ လုပ်ငန်းဆောင်ရွက် နေသည့်ဇုန်နေရာ သို့မဟုတ် နည်းဥပဒေ၉၆ နှင့်အညီ တွက်ချက်ထားသောရင်းနှီးမြှုပ်နှံမှု လုပ်ငန်းတန်ဖိုး ၆၅ရာခိုင်နှုန်းအထက်အားရင်းနှီးမြှုပ်နှံထားသည့်သို့မဟုတ် လုပ်ငန်း ဆောင်ရွက်နေသည့် ဇုန်နေရာကို ဖော်ပြပေးရန်။ -- Zone 3 --

၇။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၇ (က) နှင့် (ဃ) ကို လျှောက်ထားမည် ဆိုပါက နည်းဥပဒေ ၈၄ ပါ အချက်အလက်များကို ဇယား (၁) တွင်ဖြည့်စွက်ရန်။

၈။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၇ (ခ) အရ အခွန်ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်လျှောက်ထားမည်ဆိုပါက ဇယား(၂) နှင့် အောက်ပါအချက်အလက်များကို ဖော်ပြပေးအပ်ရန်-

(က) ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းမှ ရရှိမည့် တစ်နှစ်စာမျှော်မှန်းဝင်ငွေ ------------------------------------

(ခ) ပို့ကုန်များမှရရှိသော တစ်နှစ်စာ နိုင်ငံခြားငွေ ------------------------------------

၉။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ၇၈(က)အရ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်လျှောက်ထားမည်ဆိုပါက နည်းဥပဒေ ၉၉နှင့်အညီ တစ်ဖက်ပါအချက်အလက်များကို ဖော်ပြပေးအပ်ရန်-

(က) မည်သည့်ဘဏ္ဍာနှစ်တွင်ရရှိခဲ့သည့် ------------------------------------

အမြတ်ငွေဖြစ်ကြောင်းဖော်ပြရန်။

(ခ) မည်သည့်ဘဏ္ဍာနှစ်အတွက် ပြန်လည် ------------------------------------ ရင်းနှီးမြှုပ်နှံလိုကြောင်းဖော်ပြရန်။

(ဂ) ပြန်လည် ရင်းနှီးမြှုပ်နှံမည့် ပမာဏ ------------------------------------ ကိုဖော်ပြပေးရန်။

၁၀။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၈(ခ) အရ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည်ဆိုပါကအောက်ပါအချက်အလက်များကိုဖော်ပြပေးအပ်ရန်-

(က) နိုင်ငံတော်၏ သက်ဆိုင်ရာ ဥပဒေများအရ ခွင့်ပြုထားသည့် ပစ္စည်း တန်ဖိုး လျှော့တွက်နှုန်းထားနှင့် ၎င်းနှုန်းထား၏၁.၅ဆနှင့် တူညီသည့် ပစ္စည်းတန်ဖိုး လျှော့တွက်နှုန်းထားတို့ကို ယှဉ်တွဲတွက်ချက် ဖော်ပြထားသည့် ပစ္စည်းတန်ဖိုး လျှော့တွက်နှုန်းထားတွက်ချက်မှုကိုပူးတွဲတင်ပြရန်။

(ခ) ရင်းနှီးမြှုပ်နှံသူသည် ပစ္စည်းတန်ဖိုး လျှော့တွက်နှုန်းထားကို တွက်ချက် ခံစားခွင့်အတွက် အခြားသက်ဆိုင်ရာ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံ သီးခြားလျှောက်ထားခြင်းသို့မဟုတ်ရရှိထားခြင်းရှိ၊မရှိ။

၁၁။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ၇၈(ဂ) အရ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည်ဆိုပါကဘဏ္ဍာနှစ်အတွက်သုတေသနနှင့်ဖွံ့ဖြိုးရေးလုပ်ငန်းများ၏အမှန်တကယ်ကုန်ကျစရိတ်ကိုစာရင်းပြုစု၍ပူးတွဲတင်ပြရန်။

လျှောက်ထားသူလက်မှတ်

အမည် LO SIU YUEN

ရာထူး Director

ဌာန/ကုမ္ပဏီတံဆိပ် CNTIC VPOWER YG1 LIMITED

ဇယား (၁) - ထုတ်လုပ်မှုအတွက်လိုအပ်သည့်ပစ္စည်းများစာရင်း Please see annex 3

စဉ်	ပစ္စည်းအမျိုးအမည်	HS Code (ဂဏန်း၄လုံးဖြင့်ဖော်ပြရန်)	ရေတွက်ပုံ	အရေအတွက်	တစ်ခုချင်းတန်ဖိုး	စုစုပေါင်းတန်ဖိုး	ပင်ရင်းနိုင်ငံ	
							ပြည်တွင်း	ပြည်ပ
	၁	၂	၃	၄	၅	၆	၇	၈
	စုစုပေါင်း							

မှတ်ချက်။ Brand New / Reconditioned ခွဲခြားဖော်ပြပေးရန်။

ဇယား (၂) - ထုတ်လုပ်မှုအတွက် လိုအပ်သည့် သွင်းအားစုစာရင်း

စဉ်	ပစ္စည်းအမျိုးအမည်	HS Code (ဂဏန်း၄လုံးဖြင့်ဖော်ပြရန်)	ရေတွက်ပုံ	တစ်ခုချင်း တန်ဖိုး (အမေရိကန် ဒေါ်လာ)	တစ်နှစ်အတွက်လိုအပ်မှု				အခြား
					ပြည်တွင်း		ပြည်ပ		
					အရေအတွက်	စုစုပေါင်း (အမေရိကန် ဒေါ်လာ)	အရေအတွက်	စုစုပေါင်း (အမေရိကန် ဒေါ်လာ)	
	၁	၂	၃	၄	၅	၆	၇	၈	၉
	စုစုပေါင်း								

Form (7- A)

Application form for Land Rights Authorization

To,

Chairman

Myanmar Investment Commission

Reference No.

Date.

Subject: **Application for Land Lease or land Rights Authorization to be invested**

I do hereby apply with the following information for permit to lease the land or permit to use the land according to the Myanmar Investment Rules 116: -

1. Particulars relating to Owner of land / building
   - (a) Name of owner/organization CNTIC VPOWER YG1 LIMITED
   - (b) Area 40 Acres
   - (c) Location Thaketa Power Plant, Thaketa Township, Yangon Region
   - (d) Initial period permitted to use the land (Validity of land grant) ------------------
   - (e) Payment of long term lease as equity Yes ( ) No ( )
   - (f) Agreed by Original Lessor Yes (X) No ( )
   - (g) Type of Land Government Lease
2. Lessor
   - (a) Name / Company's name/ Department/ organization Electric Power Generation Enterprise (EPGE), Ministry of Electricity and Energy
   - (b) National Registration Card No ------------------
   - (c) Address Building No. 27, Naypyittaw Region
3. Lessee
   - (a) Name / Company's name /Department/ Organization CNTIC VPOWER YG1 LIMITED
   - (b) National Registration Card No /Passport No. Reg No.122504743
   - (c) Citizenship ------------------
   - (d) Address Sule Pagoda Road, No.221, 16th Floor, Room 16-08, Kyauktada, Yangon, Myanmar
4. Particulars of the proposed Land Lease
   - (a) Type of Investment Generation of 400 MW electricity from LNG, Supply and Sale of electricity on IPP(BOO) basic
   - (b) Investment Location(s) Thaketa Power Plant, Thaketa Township , Yangon Region

(c) Location(Ward, Township,State /Region) Thaketa Township, Yangon Region

(d) Area of Land 40 Acres

(e) Size and Number of Building (s) Steel structure machinery house (95m * 90m)

(e) Value of Building NA

5. To enclose land ownership and Land Grant , ownership evidences (except Industrial Zone) , Land map and Land Lease Agreement(Draft)

6. Whether it is sub-leased from the following person in regarding to Land Lease or not-

- ☐ Person who has the rights to use the land or Building of the Government from Government Department and Organization in accordance with the national laws.
- ☐ Authorized Person to get the Sub License or Sub Lease of the building or land owned by the Government in accordance with the permission of the Government department and Organization.

7. Land / Building lease rate (per square meter per year)

USD12,141 per acre/per year

in equivalent to US$3/per m2/per year

8. Land Use Premium – (LUP) (If it is leased from the land belonged to Government Department / Organization ,the LUP shall be paid in cash by the lessee.)

Rate per Acre: NA

9. Whether it is agreed by original land lessor or land tenant not. Yes

10. Proposed land or building use/lease period 6 years

11. Whether it is the land located in the relevant business zone area such as Industrial Zone, Hotel Zone, Trade Zone and etc or not (To describe Zone) No

Signature ……………………………..

Name of Investor LO SIU YUEN

Designation Director

Department/Company (Seal/Stamp) CNTIC VPOWER YG1 LIMITED

ပုံစံ (၇ - က)

မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊

ရက်စွဲ၊ ၂၀၁၉ ခုနှစ်၊ လ ရက်

အကြောင်းအရာ။ **ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရန် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့် လျှောက်ထားခြင်း။**

ကျွန်တော်/ကျွန်မသည် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့်ကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု နည်းဥပဒေ ၁၁၆ နှင့်အညီ အောက်ပါ အချက်အလက်များကို ဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်-

၁။ မြေ/ အဆောက်အအုံ၏ ပိုင်ရှင်နှင့်စပ်လျဉ်းသောအချက်အလက်များ

(က) ပိုင်ရှင်အမည်/အဖွဲ့အစည်း CNTIC VPOWER YG1 LIMITED

(ခ) ဧရိယာအကျယ်အဝန်း 40 Acres

(ဂ) တည်နေရာ သာကေတ လျှပ်စစ်ဓာတ်အားပေးရုံ၊ သာကေတမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး

(ဃ) မူလမြေအသုံးပြုခွင့်ရရှိထားသောကာလ (မြေငှားဂရမ်သက်တမ်း)

(င) နှစ်ရှည်ငှားရမ်းခများကိုမတည်ရင်းနှီးငွေအဖြစ်ဖော်ပြခဲ့ခြင်းရှိ-မရှိ No

(စ) ကနဦးငှားရမ်းသူကသဘောတူ/မတူ Yes

(ဆ) မြေအမျိုးအစား Government lease

၂။ အငှားချထားသူ

(က) အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း၊ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်

(ဂ) နေရပ်လိပ်စာ Building No. 27, Naypyittaw Region

၃။ အငှားချထားခြင်းခံရသူ

(က) အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း CNTIC VPOWER YG1 LIMITED

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် Reg No.122504743

(ဂ) နိုင်ငံသား ----------

(ဃ) နေရပ်လိပ်စာ Sule Pagoda Road, No.221, 16th Floor,Room 16-08, kyauktada, Yangon, Myanmar

၄။ ငှားရမ်းလိုသည့်မြေနှင့်စပ်လျဉ်းသည့်အချက်အလက်များ

(က) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား IPP (BOO) စနစ်ဖြင့် ၄၀၀ မဂ္ဂါဝပ် LNG စွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံတည်ဆောက်၍ လျှပ်စစ် ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း

(ခ) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ)၊ သာကေတ လျှပ်စစ်ဓာတ်အားပေးရုံ၊ သာကေတ မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး

(ဂ) တည်နေရာ (ရပ်ကွက်၊ မြို့နယ်၊ ပြည်နယ်/တိုင်းဒေသကြီး) ----------

Thaketa Township, Yangon Region

(ဃ) မြေဧရိယာအကျယ်အဝန်း 40 Acres

(င) အဆောက်အအုံအရွယ်အစား/အရေအတွက် Steel structure machinery house 95m* 90m

(စ) အဆောက်အအုံတန်ဖိုး NA

၅။ မြေပိုင်ဆိုင်မှု/မြေဂရန်အထောက်အထား(စက်မှုဇုန်မှ အပ)၊မြေပုံနှင့် မြေငှားစာချုပ်(မူကြမ်း) တင်ပြရန်။

၆။ မြေငှားရမ်းခြင်းနှင့်စပ်လျဉ်း၍ အောက်ဖော်ပြပါပုဂ္ဂိုလ်ထံမှ တစ်ဆင့်ငှားရမ်းထားခြင်း ရှိ-မရှိ-

☐ နိုင်ငံတော်၏ဥပဒေများနှင့်အညီအစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံမှ နိုင်ငံတော်ပိုင်မြေ သို့မဟုတ် အဆောက်အအုံအသုံးပြုခွင့်အား ယခင်ကပင် ရရှိထားသောပုဂ္ဂိုလ်၊

☐ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏ ခွင့်ပြုချက်နှင့်အညီနိုင်ငံတော်ပိုင်မြေသို့မဟုတ် အဆောက်အအုံအားတစ်ဆင့်ငှားယူရန် သို့မဟုတ် တစ်ဆင့်လိုင်စင် ရယူရန်အခွင့်ရှိသည့် ပုဂ္ဂိုလ်။

၇။ မြေ/အဆောက်အအုံ ငှားရမ်းခနှုန်း(တစ်နှစ်လျှင်တစ်စတုရန်းမီတာအတွက်)----------

US$12,141 per acre/per year in equivalent to US$3 per m2/per year

၈။ မြေအသုံးချမှုပရီမီယံကြေး(Land Use Premium - LUP) (အစိုးရဌာန/ အစိုးရအဖွဲ့အစည်းပိုင် မြေငှားရမ်းခြင်းဖြစ်ပါကအငှားချထားခြင်းခံရသူထံမှငွေသားဖြင့် LUP တောင်းခံပါမည်။)

တစ်ဧကနှုန်း NA

၉။ မူလမြေငှားရမ်းခွင့်ရှိသူသို့မဟုတ်မြေအသုံးပြုခွင့်ရသူမှ ငှားရမ်းရန်သဘောတူ/မတူ Yes

၁၀။ လျှောက်ထားသည့် မြေ သို့မဟုတ် အဆောက်အအုံ ငှားရမ်း/ အသုံးပြုခွင့်သက်တမ်း 6 years

၁၁။ စက်မှုဇုန်၊ ဟိုတယ်ဇုန်၊ ကုန်သွယ်ရေးဇုန် အစရှိသည့် သက်ဆိုင်ရာ လုပ်ငန်းဇုန်ဧရိယာ အတွင်းရှိမြေ ဟုတ်/မဟုတ် (ဇုန်ကိုဖော်ပြရန်) No

လျှောက်ထားသူလက်မှတ်

အမည် LO SIU YUEN

ရာထူး Director

ဌာန/ကုမ္ပဏီတံဆိပ် CNTIC VPOWER YG1 LIMITED

Annex 1 - Corporate Information and Shareholding ratio details

CNTIC VPOWER YG1 LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

Unit: USD thousnads unless otherwise stated

Proposed Issued capital	**363,067.47**
Proposed Paid up capital	**363,067.47**
Forms of business	**100% foreign-owned**
Types of business	Power generation

Items	Shareholder 1
Representative Director	LO SIU YUEN
Father's name	LO HUNG FAT
NRC/Passport No.	KJ0561917
Citizenships	Chinese
Address in Myanmar	N/A
Address abroad	Flat D, 1/F., Block 3, Lakeview Garden, 21 Yau On Street, Tai Wai, New Territories, Hong Kong
Occupations	Director
Parent company's name	CV MYANMAR YG1 LIMITED
Types of activities	Generation of 400 MW electricity from LNG, Supply and Sale of electricity on IPP(BOO) basic
Parent company's adrress	Units 2701-05, 27/F, Office Tower 1, The Harbourfront, 18-22 Tak Fung Street, Hung Hom, Kowloon, Hong Kong
Bank acccount number	
Issued capital (shares)	100%

Annex 2 - Investment schedule

CNTIC VPOWER YG1 LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

Unit: USD thousands unless otherwise stated

Year	Investment capital brought in schedule		Schedule of investment capital brought in	
	Cash to be brought in			
	To purchase machinery & equipment from oversea	Local Expenditure	Equity schedule	Loan schedule
1	18,234.75		18,234.75	
2	335,216.12	9,616.60	344,832.72	
3	-			
4				
5				
6				
7				
8		-		
9		-		
10				
Total	**353,450.87**	**9,616.60**	**363,067.47**	**-**
		363,067.47		**363,067.47**

Annex 3 - List of imported Machinery & Equipment

CNTIC VPOWER YG1 LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

Unit: USD thousands unless otherwise stated

No.	Hscode	Description of Goods	UnitCode	Unit Price	Quantity	Value (USD)
1	85022030	20FT/40FT HQ Containerized 2026kw Gas Generator sets (1 u = 1 set)	u	855,000.00	79	67,545,000.00
2	85022030	20FT/40FT HQ Containerized 1562kw Gas Generator Sets (1 u = 1 set)	u	713,000.00	11	7,843,000.00
3	85022030	20FT HQ Containerized 1169kw Gas Generator Sets (1 u = 1 set)	u	534,000.00	10	5,340,000.00
4	85022030	20FT HQ Containerized 1562kw Gas Generator Sets (1 u = 1 set)	u	713,000.00	81	57,753,000.00
5	85022042	Gas Engine with Accessories for 18810kw Gas Generator Sets (1 u = 1 set)	u	9,867,000.00	8	78,936,000.00
6	85162100	Radiator for 18810kw Gas Generator Sets (1 u = 1 set)	u	380,000.00	8	3,040,000.00
7	84129090	EG Silencer for 18810kw Gas Generator Sets (1 u = 1 set)	u	78,000.00	8	624,000.00
8	84213100	Charge Air Filter for 18810kw Gas Generator Sets (1 u = 1 set)	u	86,000.00	8	688,000.00
9	85016410	Generator 18471kw for 18810kw Gas Generator Sets (1 u = 1 set)	u	1,850,000.00	8	14,800,000.00
10	85030090	18810kw Gas Generator Sets Auxiliary Equipment (1 u = 1 set)	u	1,620,000.00	8	12,960,000.00
11	85021390	Black Start Diesel Generator Sets (1 u = 1 set)	u	250,000.00	10	2,500,000.00
12	85030090	Gas Generator Sets Auxiliary Equipment (Pump module，Muffler,Pressure Regulating Valve Assembly，Fan Assembly，Rain hat，Exhaust pipe,Ladder,Air vent）(1 u = 1 set)	u	58,000.00	181	10,498,000.00
13	85023920	ORC House Power Generator (1 u = 1 set)	u	138,000.00	160	22,080,000.00
14	85030090	Exhaust Gas Heat Exchanger (1 u = 1 set)	u	22,000.00	160	3,520,000.00
15	73042490	Stainless steel pipeline (for ORC House Power Generator) (1 u = 1 set)	u	5,000.00	160	800,000.00
16	85042329	Oil-immersed 40MVA 230/33KV Transformer (1 u = 1 set)	u	500,000.00	3	1,500,000.00
17	85042329	Oil-immersed 65MVA 230/33KV Transformer (1 u = 1 set)	u	810,000.00	2	1,620,000.00
18	85042329	Oil-immersed 90MVA 230/11KV Transformer (1 u = 1 set)	u	1,125,000.00	2	2,250,000.00
19	85042219	Oil-immersed 3.6MVA 0.4/0.6/11/33KV Transformer (1 u = 1 set)	u	100,000.00	57	5,700,000.00
20	85042219	Oil-immersed 2.5MVA 0.4/0.6/11/33KV Transformer (1 u = 1 set)	u	68,000.00	23	1,564,000.00
21	85030090	Radiator (1 u = 1 set)	u	40,000.00	185	7,400,000.00
22	85372019	Switchgear (1 u = 1 lot)	u	4,880,000.00	1	4,880,000.00
23	85372019	Isolation Switch (1 u = 1 set)	u	299,500.00	8	2,396,000.00

24	85371011	Low Voltage Control Panel (1 u = 1 lot)	u	2,087,000.00	1	2,087,000.00
25	90328100	Gas Meter and Regulator Module (1 u = 1 set)	u	800,000.00	1	800,000.00
26	85372019	230kV Over Head Line System Equipment (1 u = 1 lot)	u	2,722,000.00	1	2,722,000.00
27	85437020	Central Control System (1 u = 1 lot)	u	268,000.00	1	268,000.00
28	854406012	300 sqmm 35KV Medium Voltage Power cables	m	36.00	13000	468,000.00
29	854406012	300 sqmm 10KV Medium Voltage Power Cables	m	34.00	40000	1,360,000.00
30	854406012	70 sqmm 10KV Medium Voltage Power Cables	m	14.52	12500	181,500.00
31	85444942	0.6/1KV Low Voltage Power Cables	m	4.00	3000	12,000.00
32	85444942	300 sqmm Low Voltage Power Cables	m	25.20	39000	982,800.00
33	85444942	3x70 sqmm Low Voltage Power Cables	m	21.64	21000	454,440.00
34	85444942	95 sqmm Low Voltage Power Cables	m	9.60	8000	76,800.00
35	85444942	Two-core Shielding Wire	m	0.48	38430	18,446.4
36	85444942	10X1 sqmm Low Voltage Power Cables	m	1.80	9500	17,100.00
37	85444942	6X1 sqmm Low Voltage Power Cables	m	0.96	12000	11,520.00
38	85444942	1.5 sqmm Low Voltage Power Cables	m	0.36	13000	4,680.00
39	85444942	2.5 sqmm Low Voltage Power Cables	m	0.36	25500	9,180.00
40	73089060	Cable Ladder (1 u = 1 lot)	u	481,200.00	1	481,200.00
41	84248990	Fire Systems with Accessories (1 u = 1 lot)	u	124,500.00	1	124,500.00
42	84589990	Forklift (1 u = 1 set)	u	42,000.00	1	42,000.00
43	73030019	Gas Pipe (1 u = 1 lot)	u	274,900.00	1	274,900.00
44	84261930	Electric Single Beam Crane (1 u = 1 set)	u	16,700.00	1	16,700.00
45	84589990	Lathe (1 u = 1 set)	u	10,220.00	1	10,220.00
46	94054050	Street lamp (1 u = 1 lot)	u	51,800.00	1	51,800.00
47	85354000	Lightning Arrester (1 u = 1 lot)	u	50,400.00	1	50,400.00
48	85030090	Equipment and Installation Accessories For Power Plant Install Tools (Wrench ,Circuit Breakers, Electric Welder , Valves , Screw , Pipes, High Pressure Cleaning Machine) (1 u = 1 lot)	u	1,020,000.00	1	1,020,000.00
49	72163390	I-beam and Iron plate (1 u = 1 lot)	u	411,500.00	1	411,500.00
50	94069030	20FT HQ SOC Container (1 u = 1 set)	u	12,500.00	12	150,000.00
51	94069030	40FT HQ SOC Container (1 u = 1 set)	u	14,500.00	59	855,500.00
52	73090019	40FT HQ Containerized Tank (1 u = 1 set)	u	11,000.00	8	88,000.00
53	TBC	Equipment, Power Plant Auxiliary Equipment, Installation Accessories for Power Plant and Engineering Vehicle		24,163,681.22	1	24,163,681.22
					Total	353,450,867.62

Remarks: 1. Item 53 will be clearly itemised with HSCode, Description, Quantity and Price upon confirmation.
2. All the above listed items will be imported during the construction period.

Annex 4 - Investment Locations

CNTIC VPOWER YG1 LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

	Description	Office	Office/factory/Warehouse
	Name of owner - individual/ company:	Electric Power Generation Enterprise (EPGE)	
	NRC No.	Representative from EPGE	
	Address of owner	Tharketa Power Plant	
	Area of land	40 acres	
	Location – including district, township and region	Thaketa Power Plant, Tharketa Township, Yangon Region	
	Type of land (Specify freehold, grant or government lease)	Government lease	
	Duration of permitted usage (duration of the land grant)	5	
	Start date of lease period	1-Nov-19	
	End date of lease period	1-Oct-25	
	Value of lease for land	USD 12,141/ per acre/per year	
	Value of lease for building (if applicable)	NA	
a)	The lessee	CNTIC VPOWER YG1 LIMITED	
	Name/ Company name and department	LO SIU YUEN	
	Father's name	LO HUNG FAT	
	NRC no. / Passport no.	KJ0561917	
	Nationality	Chinese	
	Address	Flat D, 1/F., Block 3, Lakeview Garden, 21 Yau On Street, Tai Wai, New Territories,, Hong Kong, Hong Kong	
b)	The land to be leased and its particulars	Tharketa Power Plant, Thaketa Township, Yangon Region	
	The type of investment activity	Generation of 400 MW electricity from LNG, Supply and Sale of electricity on IPP(BOO) basic	
	Type building and number of buildings to be constructed	Steel structure machinery house	

Annex 5 - Annual Consumption Requirements of Utility

CNTIC VPOWER YG1 LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

Items	Name	Unit	Annual Estimated Quantity
1	Electricity	N.A	N.A
2	Water	cubic meter	430
3	fuel	tons	488,889

Annex 6 - Employment schedule

CNTIC VPOWER YG1 LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

Unit: USD

Position	Year 1						Year 2					
	Local employee			Foreign employee			Local employee			Foreign employee		
	Number of employees	Monthly salary per head	Average salary	Number of employees	Monthly salary per head	Average salary	Number of employees	Monthly salary per head	Average salary	Number of employees	Monthly salary per head	Average salary
Transaction Manager				1	2,548	30,576				1	3,644	43,724
Transaction SPV	4	324	15,573				4	464	22,269			
Professionals												
Technicans												
Advisors												
Operator	124	198	295,015	44	2,100	1,108,800	124	284	421,871	44	3,276	1,729,728
Maintenance & Translator	110	171	226,019	12	2,100	302,400	110	245	323,208	12	3,003	432,432
Security & Warehouse	24	149	42,825				24	213	61,239			
Driver	4	234	11,247				4	335	16,083			
Total	**266**		**590,678**	**57**		**1,441,776**	**266**		**844,670**	**57**		**2,205,884**

Year 3						Year 4						Year 5					
Local employee			**Foreign employee**			**Local employee**			**Foreign employee**			**Local employee**			**Foreign employee**		
Number of employees	Monthly salary per head	Average salary	Number of employees	Monthly salary per head	Average salary	Number of employees	Monthly salary per head	Average salary	Number of employees	Monthly salary per head	Average salary	Number of employees	Monthly salary per head	Average salary	Number of employees	Monthly salary per head	Average salary
			1	3,717	44,598				1	3,791	45,490				1	4,212	50,540
4	473	22,714				4	483	23,169				4	536	25,740			
124	289	430,308	44	3,342	1,764,323	124	295	438,915	44	3,408	1,799,609	124	328	487,634	44	3,787	1,999,366
110	250	329,672	12	3,063	441,081	110	255	336,265	12	3,124	449,902	110	283	373,591	12	3,471	499,841
24	217	62,464				24	221	63,713				24	246	70,786			
4	342	16,405				4	349	16,733				4	387	18,590			
266		**861,563**	**57**		**2,250,001**	**266**		**878,795**	**57**		**2,295,001**	**266**		**976,341**	**57**		**2,549,747**

Annex 7 - Projected Income Statement

CNTIC VPOWER YG1 LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

Unit: USD thoussandss unless otherwise stated

Year	2019	2020	2021	2022	2023	2024	2025
Revenue 1 (USD' 000)		204,123	304,512	304,512	304,512	305,627	100,389
Unit price (USD/MWh)		116.19	116.19	116.19	116.19	116.19	116.19
Volumn (MWh)		1,756,800	2,620,800	2,620,800	2,620,800	2,630,400	864,000
Revenue 2 (USD' 000)							
Unit price							
Volumn							
Cost of sales (USD' 000)		(157,139)	(233,852)	(234,215)	(234,586)	(235,802)	(76,963)
Gross profit	**-**	**46,985**	**70,660**	**70,297**	**69,926**	**69,825**	**23,426**
Operating expenses	**-**	**(2,367)**	**(3,523)**	**(3,599)**	**(3,677)**	**(3,769)**	**(1,209)**
Salary cost		(2,003)	(3,038)	(3,114)	(3,192)	(3,283)	(1,087)
R&D expenses							
S&M expenses							
A&G expenses		(364)	(486)	(486)	(486)	(486)	(121)
Other income/expenses							

Operating Profit	**-**	**44,618**	**67,136**	**66,698**	**66,248**	**66,057**	**22,217**
Interest (operating)	-	(959)	(1,296)	(1,298)	(1,300)	(1,304)	(304)
Depreciation & Amortisation		(17,517)	(23,357)	(23,357)	(26,508)	(28,090)	(7,040)
Income Before Corporate Income Tax Expense		**26,142**	**42,484**	**42,044**	**38,441**	**36,663**	**14,873**
Corporate Income Tax (assume 3 yr waiver)		-	-	-	(9,610)	(9,166)	(3,718)
INCOME (LOSS) FOR THE YEAR		**26,142**	**42,484**	**42,044**	**28,830**	**27,497**	**11,155**
		12.8%	14.0%	13.8%	9.5%	9.0%	11.1%

* we note that the interest expenses are incurred from operating and not from the loan

Annex 8 - Cash Flow Statement

CNTIC VPOWER YG1 LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

Unit: USD thousands unless otherwise stated

(amounts in USD thousands)	2019	2020	2021	2022	2023	2024	2025
FROM OPERATING ACTIVITIES:							
Operating profit		44,617.93	67,136.11	66,697.76	66,248.46	66,056.67	22,216.99
Changing in working capital		12,192.54	6,813.07	6,813.81	(786.33)	(4,681.55)	(9,473.23)
Income Tax							
Net Cash (used in) provided by Operating Activities		**56,810.47**	**73,949.17**	**73,511.57**	**65,462.13**	**61,375.12**	**12,743.76**
FROM INVESTING ACTIVITIES:							
Capital Expenditures	(18,234.75)	(336,835.08)	-	-	-	-	-
Office equipment (furniture, fixtures,..)				-	-	-	-
Office equipment							
Net Cash used in Investing Activities	**(18,234.75)**	**(336,835.08)**	**-**	**-**	**-**	**-**	**-**
FROM FINANCING ACTIVITIES							
Equity contribution	18,234.75	344,832.72	-				
Intercompany loan drawdown		-	-				
Loan repaid			-	-	-	-	-
Dividends paid							
Interest income							
Interest expense			-	-	-	-	-
Net Cash (used in) provided by Financing Activities	**18,234.75**	**344,832.72**	**-**	**-**	**-**	**-**	**-**
NET INCREASE (DECREASE) IN CASH	**(0.00)**	**64,808.11**	**73,949.17**	**73,511.57**	**65,462.13**	**61,375.12**	**12,743.76**
CASH AT BEGINNING OF THE YEAR	**-**	**(0.00)**	**64,808.10**	**138,757.27**	**212,268.85**	**277,730.97**	**339,106.09**
CASH AT END OF THE YEAR	**(0.00)**	**64,808.10**	**138,757.27**	**212,268.85**	**277,730.97**	**339,106.09**	**351,849.85**

*Part of equity will be changed to shareholder's loan at the later stage

Annex 9 - Average Production Plan of Electricity

CNTIC VPOWER YG1 LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

**USD thousands unless otherwise stated*
Unit: MWh

		Per hour		Per Day		Per Month		Per Year	
Years	**Unit Price**	**Volume**	**Revenue**	**Volume**	**Revenue**	**Volume**	**Revenue**	**Volume**	**Revenue**
2019	-	-	-	-	-	-	-	-	-
2020	0.116	200.55	23.30	4,813.15	559.24	146,400.00	17,010.29	1,756,800.00	204,123.43
2021	0.116	299.18	34.76	7,180.27	834.28	218,400.00	25,376.00	2,620,800.00	304,512.00
2022	0.116	299.18	34.76	7,180.27	834.28	218,400.00	25,376.00	2,620,800.00	304,512.00
2023	0.116	299.18	34.76	7,180.27	834.28	218,400.00	25,376.00	2,620,800.00	304,512.00
2024	0.116	300.27	34.89	7,206.58	837.34	219,200.00	25,468.95	2,630,400.00	305,627.43
2025	0.116	98.63	11.46	2,367.12	275.04	72,000.00	8,365.71	864,000.00	100,388.57
Total	0.70	1,496.99	173.94	35,927.67	4,174.45	1,092,800.00	126,972.95	13,113,600.00	1,523,675.43

Note: 12.20 US cent/KWh inclusive of applicable tax in Myanmar as per PPA
The calculation of revenue is based on tariff without applicable taxes *Refer to Annex 7
For example: without applicable tax year 2019 12.20 cent per kWh/(1+0.5)% = 11.619

CNTIC VPOWER YG1 LIMITED

ROOM 8 ,16TH FLOOR, 221 SULE PAGODA ROAD, SUEL SQUARE,
KYAUKTADA TOWNSHIP, YANGON CITY, STATE OF THE REPUBLIC OF THE
UNION OF MYANMAR

Date:

The Chairman
Myanmar Investment Commission
Republic of the Union of Myanmar

Undertaking for Corporate Social Responsibility

We refer to our proposal regarding the Corporate Social Responsibility (**"CSR"**) of CNTIC VPower YG1 Limited (the **"Company"**). CSR is a crucial aspect of our business. It is about maintaining the necessary controls to minimize risks, while creating positive impacts for our stakeholders and our activities.

The Company pays the highest attention to corporate social responsibility, and multiple approaches will be employed for the best interests of both the community and the project. The CSR sector becomes one of the most important concepts in today business and also main concepts in becoming and competing with the other global organizations.

Therefore, we will contribute those commitments by allocating 2% of our profit in support of CSR project and initiatives in Myanmar.

Very truly yours,

LO SIU YUEN
Director
On behalf of
CNTIC VPOWER YG1 Limited

CNTIC VPOWER YG1 LIMITED

ROOM 8 ,16TH FLOOR, 221 SULE PAGODA ROAD, SUEL SQUARE,
KYAUKTADA TOWNSHIP, YANGON CITY, STATE OF THE REPUBLIC OF THE UNION OF MYANMAR

Date:

The Chairman
Myanmar Investment Commission
Republic of the Union of Myanmar

Undertaking for Gas Vendors of the Project

CNTIC VPower YG1 will be importing the Liquified Natural Gas ("**LNG**") for the purpose of generating the power. Currently, we are in the stage of finalizing the vendors which we will be buying the LNG from overseas.

We understand that our project is required to provide the confirmed vendors for the project.

Therefore, we, CNTIC VPower YG1 Limited, hereby undertake that we will inform the confirmed vendors to Myanmar Investment Commission once it is finalized.

Very truly yours,

LO SIU YUEN
On behalf of CNTIC VPower YG1 Limited

CNTIC VPOWER YG1 LIMITED

ROOM 8 ,16TH FLOOR, 221 SULE PAGODA ROAD, SUEL SQUARE,
KYAUKTADA TOWNSHIP, YANGON CITY, STATE OF THE REPUBLIC OF THE
UNION OF MYANMAR

To

The Chairman
Myanmar Investment Commission
No. 1, Thitsar Road, Yankin Township,
Yangon, Myanmar

Date

Subject: Authorization Letter

It is hereby authorized that the following person can submit and collect the relevant documents and perform the necessary arrangement on behalf of CNTIC VPOWER YG1 Limited in relation to MIC application and approval.

No	Name	NRC No
1.	Saw Moody	12/MA BA NA (N)109189
2.	Khin Thazin Min	12/MA YA KA (N)148358
3.	Aung Thu Htoon	14/WA KHA MA (N) 138202
4.	Min Ko Aung	8/RA SA KA (N) 158480
5.	Su Su Linn	12/ KA MA YA (N) 053546
6.	Thandar Khiang	9/ MA TA YA (N) 161781

Authorized by,

LO SIN YUEN
Director
On behalf of
CNTIC VPOWER YG1 Limited

CNTIC VPOWER YG1 LIMITED

ROOM 8 ,16TH FLOOR, 221 SULE PAGODA ROAD, SUEL SQUARE,
KYAUKTADA TOWNSHIP, YANGON CITY, STATE OF THE REPUBLIC OF THE
UNION OF MYANMAR

Date:

The Chairman
Myanmar Investment Commission
Republic of the Union of Myanmar

Undertaking for Environmental and Social Impact Assessment

We understand that our project is required for Environmental and Social Impact Assessment (**"ESIA"**). However, it will take some time for us to complete and have the ESIA report as it is a long procedure

Therefore, we, CNTIC VPower YG1 Limited, hereby undertake that we will follow the regulations about ESIA and will submit to Myanmar Investment Commission the report once it is available.

Very truly yours,

LO SIU YUEN
On behalf of CNTIC VPower YG1 Limited

DN: PSO-PP05-006-01

Ver. 1.0

VPOWER GROUP PSO

Power Station Fire Safety Management

Version	Update	Publish Date	Abolish Date
1.0	2019.01.04		

Draw	Compiler	Approver	PSO Director
	Andy, Sam Anthony, Yura		

Catalogue

I. Overview

1.1 General Principles

To clarify and strengthen the VPOWER GROUP fire safety management of overseas power station, supplementing regular inspection of fire protection materials, clearing plant staff responsibilities, improving plant staff safety consciousness and the skill of resisting disaster, making every power station staff do well in facing fire and avoiding fire .

In line with the principle of "safety first, prevention first", so we make up these rules.

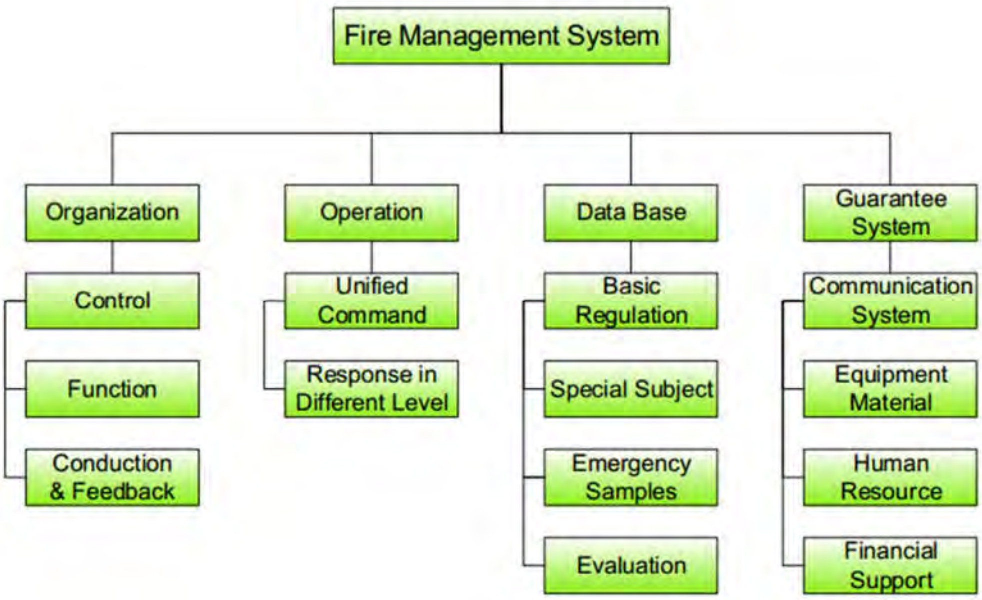
1.2 Rang of Application

These rules are applied to VPOWER GROUP power station, outside station and equipment area.

1.3 Staff Responsibility

According to the requirements of these rules, learning and being familiar with fire control knowledge, learning and familiar with the use of fire equipment, ensuring the security of the personal, power station equipment assets.

1.4 Fire Management System



PIC 1.4-1- Fire Management System

(1) Organization

PSO Control：It is mainly responsible for the fire management system establishment, safeguard fire protection equipment integrity, to coordinate the fire control system construction of each power station, including the system of documents, regular inspection, evaluation, safety training and drill for fire protection system.

Function Department: The safety departments of each plant are mainly responsible for the implementation of the systems assist management center to improve document content. Make sure that the power station personnel have good fire awareness, coping skills and survival techniques in case of fire. Make sure that the fire supplies are complete. Stay close contact local fire department to make the station fire construction comply with local standards.

(2) Operation

The operation mechanism follows the principle of unified command and hierarchical response, personnel allocation and accident response and reporting, ensuring clear responsibility and orderly execution.

(3) Document Base

The basic space database is divided into the basic rules and regulations, the special database of the power station, the emergency special case, and the fire ex post evaluation.

(4) Support System

To ensure the normal operation and implementation of the emergency fire control system, it is necessary for power station personnel to have good safety fire awareness, adequate fire protection equipment and ensure the good condition of fire equipment.

II. Power Station Fire Management Precaution

2.1 Fire Equipment Placement and Regular Inspection

Setting of power plant fire equipment should be complied with the provisions of the local fire department. genset, transformer, high voltage switch cabinet, oil storage area, control room and warehouse shall be equipped with fire control facilities, signs near by the place.

Protected area	Requirement	Fire Extinguisher	Specifications	Remark	Dangerous Level
Genset	1-2/Set	CO_2/Powder			Senior
Transformer	1-2/Set	CO_2/Powder			Senior
Surroundings	Protection 75m^2/A	CO_2/Powder		lawn is easily on fire	Senior
High voltage cabinet	2	CO_2/Powder			Senior
HV control panel	2	CO_2/Powder			Senior
LV control panel	2	CO_2/Powder			Senior
Control room	4 screens /1	CO_2/Powder		Control room area	Medium
Gas station	50L Foam	Foam			
Oil tank		CO_2/Powder/ Foam		main tank and day tank area	Senior
Warehouse	Protection 75m^2/A	CO_2/Powder	3A 5KG 2A 3KG	Warehouse area, the place of the dangerous material Outdoors/Plastic Film	Medium
Office	1	Powder			Low
Living area	1/floor	Powder			Low

Table 2.1-1- Regular inspection records list sample 1

Remark:

㎡/A: Refers to the maximum protection area of fire extinguishing level in category A fire places.

The designated personnel in the station should check the fire extinguishers regularly every week and fill out form 1: Fire Extinguisher Weekly Inspection Form (PP05-006-A01), as PIC2.1-1 shown; and check the fire control system regularly every month, Fill in form 2 for fire hydrant, throat and fire pump, See figure 2.1-2:Fire Service Facilities Monthly Inspection Form (PP05-006-B01). If the problems such as expiration and loss are found, the quantity should be counted, and the person in charge of the report should be reported in time to deal with it as soon as possible. The head of the power station shall calculate the firefighting equipment and the number of firefighting equipment required, fill in form 3: Fire Equipment List (PP05-006-C01), shown in PIC2.1-3, update and report to PSO personnel.

PP05-006-A01
Ver. 1.0

滅火器周檢查表
Fire Extinguisher Weekly Inspection Form

電站編號:
Job Code: ______________

電站名稱:
Power Station: ______________

滅火器編號 Fire Extinguisher	________ 年 ________ 月					
	檢查日期 Check Date	檢查日期 Check Date	檢查日期 Check Date	檢查日期 Check Date	檢查日期 Check Date	備註 Remark

備注：
Remarks

1、電站滅火器需每周檢查並記錄；
Check and record fire extinguishers weekly;

2、檢查情況填寫：正常：“√”；出現異常情況，則填寫對應情況編號；
Checking Condition: draw a " √ " if normal; write down corresponding problem No. if abnormal;

3、存在情況包括：①壓力 ②有效期 ③銷扣 ④皮管 ⑤外觀。
Problem include: ① Pressure ②Validity Date ③ Release Pin ④ Hose ⑤ Appearance

檢查負責人簽名：
Person in Charge of Inspection Confirm:

____

日期/Date: ____________________

電站負責人簽名：
Power Station Direct Responsible Confirm:

____

日期/Date: ____________________

PIC2.1-1 Fire Extinguisher Weekly Inspection Form

PP05-006-B01
Ver. 1.0

消防系統設施月檢查表
Fire Service Facilities Monthly Inspection Form

電站編號:
Project Code

電站名稱:
Power Station

檢查日期:
Checking Date

檢查項目及內容/Inspection Items and Contents		檢查情況/Checking Condition
消防栓 Fire Hydrant	1、消防栓玻璃是否有破損/Hydrant glass is damage or not	
	2、水帶是否完好/Fire hose is intact or not	
	3、水槍是否完好/Hydraulic giant is intact or not	
	4、水閥是否完好/Release valve is intact or not	
	5、是否有水/With water or not	
	6、外觀是否生銹/Appearance is rusty or not	
喉管 Hose Real	1、喉管是否完好/Hose real is intact or not	
	2、喉管與消防栓接口是否緊固/ Interface between hose real and hyfrant is fanstened or not	
	3、喉管是否有腐蝕漏水現象/ Hose real is erosive or water leakage or not	
消防水泵 Fire Pump	1、消防水泵外觀是否完好/ Appearance is intact or not	
	2、消防水池與氣壓給水設備的水位與壓力是否正常/ Water stage and pressure of fire pool and pneumatic tank is normal or not	
	3、控制櫃閥門是否處於開啓或規定狀態/ Valve of control cabinet is open or in specified state	
	4、消防水泵是否可正常運轉，處於無故障狀態 Fire pump operates normally without malfunction or not	
存在問題 Problem		
備註 Remarks	1、電站消防系統需每月檢查並記錄/ Inspect power station fire service and record monthly 2、"檢查情況"欄填寫：正常："√" 异常："×" / Draw a √ (normal) or × (abnormal) in Checking Condition 3、"存在問題"必須填寫具體部位及內容/ Fill in detailed parts and contents in Problem	

檢查負責人簽名:
Person in Charge of ________________
Inspection Confirm:

電站負責人簽名:
Power Station Direct ________________
Responsible Confirm:

PIC2.1-2 Fire Service Facilities Monthly Inspection Form

Fire Equipment List
消防設備清單

PP05-006-C01
Ver. 1.0

電站編號:
Plant Code:

電站名稱:
Plant Name:

更新人:
Updater:

更新日期:
Date:

No.	Equip Items 消防設備專案	Current Stock 現場現有數量	Demand Stock 需補充數量	Spec/Model 規格/型號	Equip Status 設備狀況	Equip Expire Date 設備失效日期	購買方式 Purchase Pattern		Remark 備註
							Buy at local 當地採購	Buy by PSO PSO集中採購	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									

PIC2.1-3 Fire Equipment List

2.2 Contact with Local Fire Department

Power Station Direct Responsible should establish contact with the local fire department. Annually invite a representative of local fire officers to the plant to carry out fire safety knowledge training lectures, quarterly organizing site staff to hold a fire drill, fire control knowledge and the use of the site firefighting equipment. And various type of work must be familiar with their work within the scope of the fire source, power, water and other important position, familiar with the inflammable and explosive and dangerous goods storage and preservation measures, and regular screening fire hazards.



PIC2.2-1- The Local Fire Department Officers to Open Training Seminars on Site 1



PIC2.2-2- The Local Fire Department Officers to Open Training Seminars on Site 2

2.3 Employ HSE Clerk

Each plant should employ 1-2 HSE Clerk, responsible for fire safety management of the entire plant, firefighting equipment situation in the checkpoint (depending on the situation for maintenance and maintenance), fire safety skills training and examination on power station personnel, enhance fire control safety consciousness on site personnel, regularly organize security training lectures, hold a fire drill and recorded exercises effect on a regular basis. In case of fire, as the responsible person of fire control, responsible for guiding and organizing the fire fighting and relief work.

If temporarily unable to hire HSE Clerk, nominated 2-3 power plant employees (priority is the supervisor like the head of maintenance, operation or warehouse, etc.) as HSE Clerk, responsible for the above matters relating to fire, and priority to arrange them to accept professional training in the fire. In the event of a fire, as a fire responsibility, is in charge of guiding, organizing fire disaster relief work.



PIC2.3-1- Total station to carry out fire safety drill 1



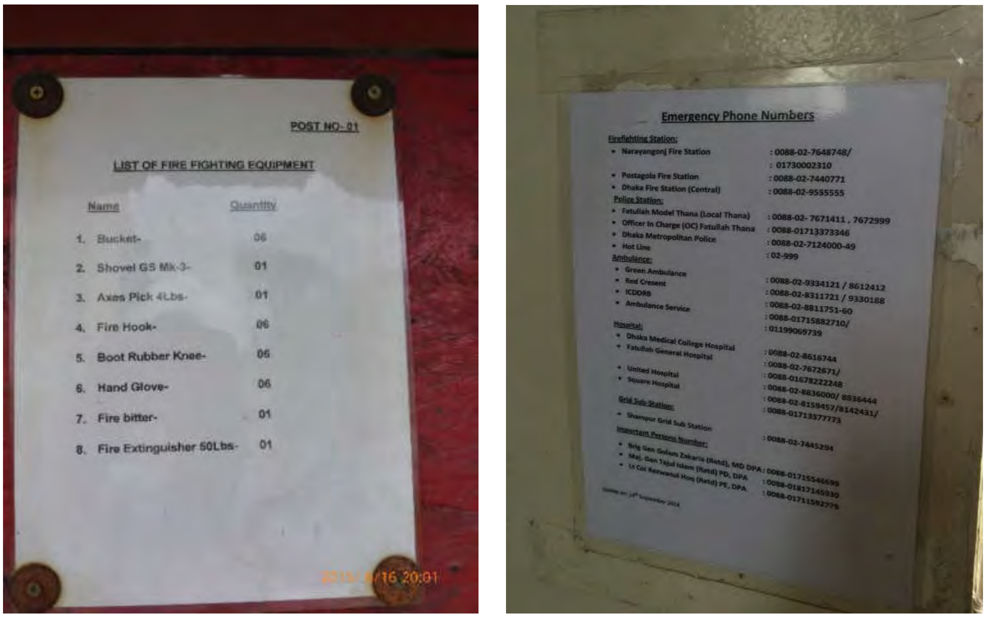
PIC2.3-2- Total station to carry out fire safety drill 2

2.4 Post Safety Signs and Important Information

At the scene of power plant control room, dormitory area, workplace, and security guards on duty area, visible fire warning sign posted, next to the sign posted local fire calls and alarm phone, fire alarm detailed address power plant, accessible phone number of power plant responsible or HSE Clerk, power stations fire control facilities and emergency supplies distribution plan of power station, safety route and other important information at the same time. It’s better to print on A4 paper and plastic for long term retention.



PIC2.4-1- Fire Safety Signs



PIC2.4-2- Local fire alarm telephone and alarm call.

2.5 Duty List in Fire Rescue

2.5.1 Duty List

Power station should make a duty list for fire rescue which appoint out personnel duty and shift duty to cut off high voltage switch、close inlet system/ intake system、enable fire equipment、move or isolate inflammable and explosive materials on site、alarm、notify and organize site to withdraw and so on .

1.5.2 Corresponding Responsibility of On-duty Security Guards

① In daily work, security need to inspect vehicle, visitors because inflammable and explosive material are not allowed to take into plants.

② In daily work, when patrol the site, security should observe and note to screen fire hazard in time and check the important position of power supply, water supply and fire.

③ In the event of fire, alarm at the first time, inform and order staff to safe place, then organize people and collect material timely to stand by in fire work.

1.5.3 Corresponding Responsibility of Staff on Duty

① In daily work, fire system must be strictly respected. Smoke, fire, inflammable and explosive materials are not allowed in power plant.

② After doing maintenance jobs of generation set and auxiliary equipment, staff have to clean up and inspect site, identify and eliminate fire hazards immediately. Staff on duty should pay attention to

oil in drain, ducts, pipe trench. Facing fire, inform staff in control room immediately, alarm and take measures according to fire situation.



PIC2.5.3-1- Power Station Safety Signs

2.6 No Smoking in Power Station

Forbidden to smoke in power station area. No smoking signs shall be posted significantly in important fireproof area such as engines area, lube oil store house and ware house.

2.7 Power Plant Welding and Gas Welding Operations

① Welding shell must be grounded. In order to prevent spark, grounding wire should be firmly connected to the object to be welded.

② Defective tools and equipment must not be used.

③ Wire is strictly forbidden to overlap on oxygen cylinder, acetylene cylinder, acetylene generators, gas, liquefied petroleum gas equipment and cable.

④ Pay attention to points below:

(1) Only electric welders and gas welders have the qualification to operate.

(2) Fire area must not do welding works without security measure and the permission of OM and safety department.

(3) Welding work is forbidden before knowing the situation around the welding place (if the place allow fire occurred and if Inflammable and explosive materials around).

(4) Cannot do welding work before knowing whether flammable and explosive materials inside or not.

(5) Container that stored flammable and explosive materials (lube oil drums, oil tank, gas tank and

so on) cannot be welded before exhaustive clean.

(6) Cannot do welding work at the place where used inflammable material (Plastic, cork, glass, steel, grain grass shell, bitumen and so on)as insulation, cooling layer before security measures

(7) Pipe and container that with pressure or closed cannot weld.

(8) Cannot weld before security measures or cleaning up flammable items near.

(9) Cannot weld in fire prohibition area without permission from fire department.

(10) Cannot weld while fire-prohibit work was doing around (such as paint).

III. Fire-fighting Equipment Configuration Instruction

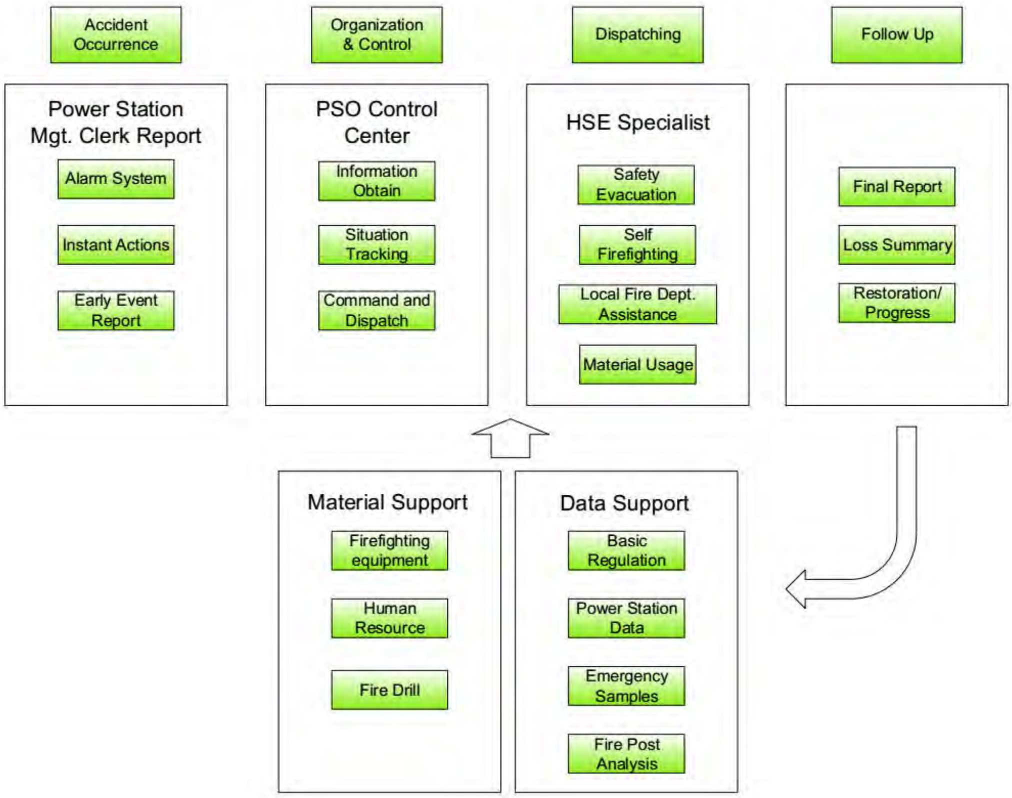
1. Debris and other equipment cannot place around firefighting equipment. Must keep sufficient sand and stay dry. Fire hydrants, fire pipeline, fire supplies pavilion, fire sand box, fire buckets and the handle of fire shovel and ax shall be paint into red.
2. Firefighting facility must not be used for other purpose. If it have to move, remove or broken, temporary anti fire measure must be done and get the permission from person in charge at first. Recover immediately after job done.
3. For Generators, 10M around transformers, dormitory, office buildings, and power distribution cabinet area must outfit firefighting facility, and the fire extinguishers shall be check and change regularly.
4. Add water pipe, sand buckets, carbon dioxide, foam and other fire-fighting equipment according needs.
5. Set alarm system in power plant in order to alarm all the people when fire broke out.
6. Hall, corridor, control room, engines placement area shall install emergency lamp.
7. Install lighting system separately in order to ensure lighting when cut off power supply in an emergency in power plant.

IV. Fire Respond System

1. Raised the alarm firstly when fire broke out. All staff evacuate to safe area then put out a fire under organized.
2. Safety officer or other person in charge on duty shall command according to the situation, and

cooperate to evacuate other staff, then supervise staff to put out fire, cut off power, close oil pump and enable the firefighting equipment.

3. Safety officer was responsible to communicate local fire department for reinforcement when the situation getting worse.
4. Security staff shall inspect passageway and make sure that no non-relative people enter power plant, make sure staff evacuate on by on and avoid property suffer lost by theft in mess.
5. According to disaster and power plant situation, safety officer can announce the state of emergency terminated and restore normal production.



PIC4.1-1- Fire Respond Procedure

V. Fire Drill System

1. Under the coordination of the safety commissioner, the power station director responsible invites local fireman and mechanical power engineer's representative to carry out fire safety training & lectures annually. Organize the all the staff to join in the compulsory quarter fir-drill and learn the fire knowledge and the use of firefighting equipment.
2. Safety commissioner or invited specialist introduce the method of application of the firefighting

equipment, range of application, the method of self-saved and other related knowledge.

3. Fire practice: safety specialist planning escape routes, mark fire source, power, water and other important position, the planning of inflammable and explosive dangerous goods put the position, regular use will expire or has expired within the station fire equipment such as fire extinguisher, as the material of the fire drill.
4. Safety commissioners report to the PSO representative in graphic way about the fire-drill. PSO representative review, sort out and archive the report.

VI. Acquaintance of Firefighting Equipment and Resource

6.1 Extinguisher

Types	Model	Range of Application
CO_2 Extinguisher	Portable 2KG 2A Portable 3KG 2A Portable 5KG 3A Trolley 23KG	(1)Suitable for class B fire (oil, liquid), such as kerosene, diesel, crude oil, methyl alcohol, ethyl alcohol, pitch, paraffin. (2)Suitable for class C fire (gas), such as coal gas, natural gas, methane, ethane, propane, hydrogen. Suitable for class E fire (object on fire)
Dry Power Extinguisher	Portable 3KG 2A Portable 5KG 3A Portable 6KG 3A	Mainly put out the fire of oil, organic solvent, gas and electric equipment fire of early stage.
Foam Extinguisher	Trolley 50L	(1)Suitable for the class A fire (solidity), such as wood, cotton and etc. (2)The most suitable for the class B fire (oil, liquid). (3)Not offer to the on fire electric equipment and organic solvent such as alcohol, ketone, ester, ether and etc.
Fire sandbox		
Fire hydrant		
Spray nozzle		

(1) Dry powder fire extinguisher

Dry powder fire extinguishers are divided into portable and trolley.

Dry powder fire extinguisher is mainly composed of the barrel with powder, the cylinder storing of carbon dioxide, the plug equipped with intake-tube and discharge powder tube, and the nozzles conveying powder.

Dry powder fire extinguishers put out a fire by jetting powder with high pressure carbon dioxide gas as power. Dry powder fire extinguisher is mainly applicable to save oil and oil products, the beginning fire of combustible gas and electrical equipment.

When using the dry powder fire extinguishers should be open the latch at first, aim the nozzle jet to the fire. Another hand hold the guide ring, to press the thimble, and dry powder is overflowing.

Dry powder fire extinguishers should be kept dry and sealed to prevent dry powder agglomeration. At the same time, should prevent being exposed to the sun in case leakage because of co2 heating and expansion.

Should regularly check whether the dry powder is caked and carbon dioxide gas is sufficient.

The validity of the dry powder fire extinguisher is commonly 4 to 5 years.

（2）Foam extinguisher

Foam extinguisher is composed of tube body, glass liner, cover, lifting ring. Tube body is make of plate, hanging in with a glass bottle or a plastic liner full of Aluminum sulfate solution. The barrel is filled with a mixture of sodium bicarbonate and foaming agent. Staff should upside down the tube body to mix the sodium bicarbonate and aluminum sulfate to create jetting dioxide gas bubbles out of nozzle to put out fire when using the Foam extinguisher. Prevent facing the people with the bottom and head of the barrel body, in case explosion.

Foam extinguisher is applicable to save oil petroleum products and general early fires in solid matter.

Foam extinguisher are generally divided into types of portable and cart. The liquid in the barrel is generally replaced once a year

（3）Carbon dioxide fire extinguisher

Carbon dioxide fire extinguisher is composed of tube body (the cylinder), switch valve, spray-duct and siphon.

Carbon dioxide fire extinguisher is mainly suitable for saving valuable equipment, archives, instrument and apparatus electric appliance under 600 v, grease fires and etc. But it not suitable for

putting out the fire of some chemical products (such as metal potassium, sodium, etc.)

Carbon dioxide fire extinguishers are generally divided into types of portable which are hand wheel type and duck-billed. Large capacity fire extinguishers can be the wheeled and transportable.

When using the duck-billed carbon dioxide fire extinguisher, should hold the spray-cut towards the fire with **one** hand, and hold tightly the nozzle with another hand.

When using transportable carbon dioxide fire extinguishers, should hold the spray-cut towards the fire with one hand, and unscrew the plum with another hand.

Carbon dioxide is a poor conductor of electricity, but when the voltage is more than 600 v, must cut off the electricity and then put out the fire.

Do not touch the metal conduit or face the people with the spray-duct, and consider the wind direction in case happen human congelation.

Carbon dioxide fire extinguishers is non-high temperature resistance. Therefore , the temperature of storage should keep lower than 42 ℃.

Check the weight of Carbon dioxide in the steel cylinder once a month, if the weight of carbon dioxide is less than the 1/10 of the nominal weight, should refill the cylinder.

6.2 The general way of using the fire extinguisher

（1）Upside down the fire extinguisher several times before using

（2）Remove the seal or key



（3）Pull out the latch



（4）The user hold the nozzle with left hand and carry the pressure handle with right hand, standing in the distance of 3 meters from the flame. Shoot at the root of the flame.



6.3 Fire Hydrant

6.3.1 Definition

Fire hydrant, is a kind of fixed fire control facilities, with main function to control the combustible, isolated the oxidizer and eliminate the fire.

6.3.2 Application Method

Outdoor fire hydrant is the water facility for fire extinguishment set on the outside of the building, the usage is showed below:

1. Open the connection switch of hose mouth in underground fire hydrant with a wrench

2. Connect the fire hose
3. Open valve switch of the underground fire hydrant water with a wrench
4. Join the hose and high pressure nozzle.
5. At least take two person holding the water pistol towards to the fire until the fire is put out.



6.3.3 Location of Fire Hydrant

According to the actual circumstance of power station, the fire hydrant and fire water system should be set around all the power station with the distance less than 30m away from the tank area, 50m away from the genset area, 80m away from the other buildings. The protection radius of the fire hydrant should be less than 150m. The quantity of the fire hydrant is calculated based on the amount of water consumption with 10-151/s per fire hydrant.

6.4 Fire Protection Water

① Fire protection water system should generally be independent. If fire protection water is used with other additional water, please ensure all fire protection water can through and meet the requirement of fire water pressure while other additional water reach maximum flow.

② The selection of water supply of artesian water (hydropower station water tower), water pump (fire pump), and fire protection water pool should be sorted according to different water pressure and flow of different extinguishing items. When using a single water supply cannot meet the requirements, the mixed water supply can be used.

When choose artesian water, fire protection water have to be ensured normally at any situation.

The water inlet of Hydropower station should be over one. When choose water pump for supply, it should set standby pump which works as a main pump. Also, double power supply or double circuit power supply should be adapted. If something difficult with double power supply or double circuit power supply, use engine. Fire pump equipment maintenance should be performed partial to ensure non-maintenance fire equipment such as fire pump start at any time.



PIC6.4.1- Fire pump, the left one is main pump, the right pump is stand by

When using fire pool as fire water supply, the capacity of fire pool shall meet within the fire duration. Time to replenish should not be more than 48 hours. Fire duration: flammable and combustible materials, open, half open storage (not including coal, coke open storage) should be calculated at 6 hours. A、B、C liquid tank foam extinguishing duration should be calculated at 30 minutes, duration of cooling water is 4-6 hour, the sum of fire water should be the maximum amount of water foam fire preparation and cooling water tank while using foam extinguishing from tank.



PIC6.4.2- Fire Reservoir

③ Fire protection water system should take freeze-proofing measures in cold areas.

④ Sprinklers and fire hose water spray system that from transformers or high voltage electrical equipment should be set grounding, which can link to grounding grid that connected to power plant.



PIC6.4.3- Fire Protection Water Pipeline around Kyaukpyu Power Station.



PIC6.4.4- Fire Hydrant in Kyaukpyu Power Station

VII. Appendix

Appendix 1：Fire Extinguisher Weekly Inspection Form

PP05-006-A01
Ver. 1.0

滅火器周檢查表
Fire Extinguisher Weekly Inspection Form

電站編號: Job Code: ________ 電站名稱: Power Station: ________

滅火器編號 Fire Extinguisher	______ 年 ______ 月					
	檢查日期 Check Date	檢查日期 Check Date	檢查日期 Check Date	檢查日期 Check Date	檢查日期 Check Date	備註 Remark

備注: Remarks

1、電站滅火器需每周檢查並記錄;
Check and record fire extinguishers weekly;
2、檢查情況填寫：正常：“√”；出現異常情況，則填寫對應情況編號；
Checking Condition: draw a " √ " if normal; write down corresponding problem No. if abnormal;
3、存在情況包括：①壓力 ②有效期 ③銷扣 ④皮管 ⑤外觀。
Problem include: ① Pressure ②Validity Date ③ Release Pin ④ Hose ⑤ Appearance

檢查負責人簽名: Person in Charge of Inspection Confirm: ____________

日期/Date: ____________

電站負責人簽名: Power Station Direct Responsible Confirm: ____________

日期/Date: ____________

Appendix 2：Fire Service Facilities Monthly Inspection Form

PP05-006-B01
Ver. 1.0

消防系統設施月檢查表
Fire Service Facilities Monthly Inspection Form

電站編號: Project Code	電站名稱: Power Station	檢查日期: Checking Date

	檢查項目及內容/Inspection Items and Contents	檢查情況/Checking Condition
消防栓 Fire Hydrant	1、消防栓玻璃是否有破損/Hydrant glass is damage or not	
	2、水帶是否完好/Fire hose is intact or not	
	3、水槍是否完好/Hydraulic giant is intact or not	
	4、水閥是否完好/Release valve is intact or not	
	5、是否有水/With water or not	
	6、外觀是否生銹/Appearance is rusty or not	
喉管 Hose Real	1、喉管是否完好/Hose real is intact or not	
	2、喉管與消防栓接口是否緊固/ Interface between hose real and hyfrant is fanstened or not	
	3、喉管是否有腐蝕漏水現象/ Hose real is erosive or water leakage or not	
消防水泵 Fire Pump	1、消防水泵外觀是否完好/ Appearance is intact or not	
	2、消防水池與氣壓給水設備的水位與壓力是否正常/ Water stage and pressure of fire pool and pneumatic tank is normal or not	
	3、控制櫃閥門是否處於開啓或規定狀態/ Valve of control cabinet is open or in specified state	
	4、消防水泵是否可正常運轉，處於無故障狀態 Fire pump operates normally without malfunction or not	
存在問題 Problem		
備註 Remarks	1、電站消防系統需每月檢查並記錄/ Inspect power station fire service and record monthly 2、“檢查情況”欄填寫：正常：“√” 异常：“×” / Draw a √ (normal) or × (abnormal) in Checking Condition 3、“存在問題”必須填寫具體部位及內容/ Fill in detailed parts and contents in Problem	

檢查負責人簽名:
Person in Charge of Inspection Confirm: ________________

電站負責人簽名:
Power Station Direct Responsible Confirm: ________________

Appendix 3: Fire Equipment List

Fire Equipment List
消防設備清單

PP05-006-C01
Ver. 1.0

電站編號: Plant Code: | 電站名稱: Plant Name: | 更新人: Updater: | 更新日期: Date:

No.	Equip Items 消防設備專案	Current Stock 現場現有數量	Demand Stock 需補充數量	Spec/Model 規格/型號	Equip Status 設備狀況	Equip Expire Date 設備失效日期	購買方式 Purchase Pattern		Remark 備註
							Buy at local 當地採購	Buy by PSO PSO集中採購	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

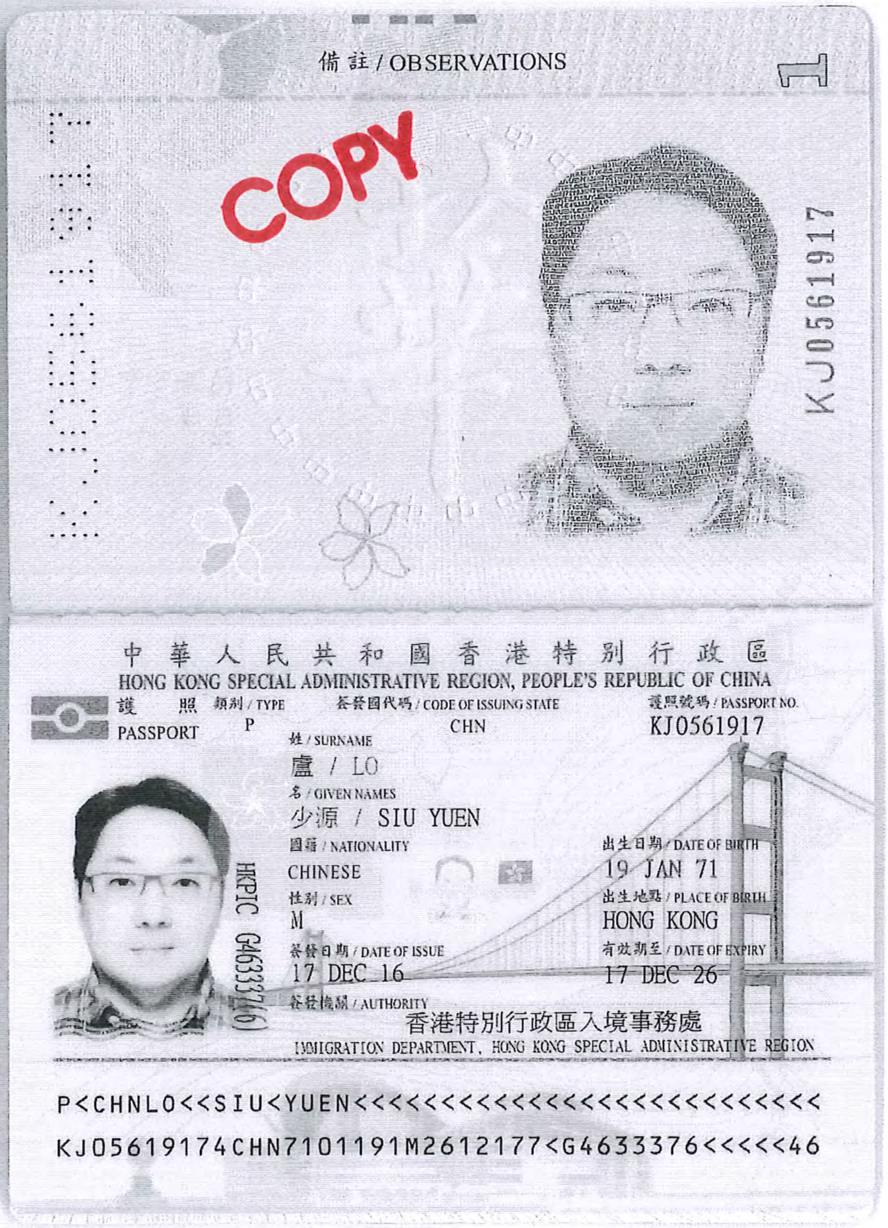
Certificate of Incorporation

CNTIC VPOWER YG1 LIMITED
Company Registration No. 122504743

မြန်မာနိုင်ငံကုမ္ပဏီများဥပဒေ၂၀၁၇ အရ
CNTIC VPOWER YG1 LIMITED
အား ၂၀၁၉ ခုနှစ် အောက်တိုဘာလ ၃ ရက်နေ့တွင်
အစုရှယ်ယာအားဖြင့် တာဝန်ကန့်သတ်ထား သည့် အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ
အဖြစ် ဖွဲ့စည်းမှတ်ပုံတင်ခွင့်ပြု လိုက်သည်။

This is to certify that
CNTIC VPOWER YG1 LIMITED
was incorporated under the Myanmar Companies Law 2017 on 3 October 2019 as a Private Company Limited by Shares.

ကုမ္ပဏီမှတ်ပုံတင်အရာရှိ
Registrar of Companies
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာန
Directorate of Investment and Company Administration



備註 / OBSERVATIONS
COPY
KJ0561917
中華人民共和國香港特別行政區
HONG KONG SPECIAL ADMINISTRATIVE REGION, PEOPLE'S REPUBLIC OF CHINA
護照 類別 / TYPE
簽發國代碼 / CODE OF ISSUING STATE
護照號碼 / PASSPORT NO.
PASSPORT
P
CHN
KJ0561917
姓 / SURNAME
盧 / LO
名 / GIVEN NAMES
少源 / SIU YUEN
國籍 / NATIONALITY
CHINESE
性別 / SEX
M
出生日期 / DATE OF BIRTH
19 JAN 71
出生地點 / PLACE OF BIRTH
HONG KONG
簽發日期 / DATE OF ISSUE
17 DEC 16
有效期至 / DATE OF EXPIRY
17 DEC 26
簽發機關 / AUTHORITY
香港特別行政區入境事務處
IMMIGRATION DEPARTMENT, HONG KONG SPECIAL ADMINISTRATIVE REGION
HKPIC G4633376(6)
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KJ05619174CHN7101191M2612177<G4633376<<<<<46

ARTICLES OF ASSOCIATION

OF

CV MYANMAR YG1 LIMITED

Incorporated the 20th day of September 2019

No. 2875384
編號

[COPY]

公 司 註 冊 處
COMPANIES REGISTRY

公 司 註 冊 證 明 書
CERTIFICATE OF INCORPORATION

本 人 謹 此 證 明
I hereby certify that

CV MYANMAR YG1 LIMITED

於 本 日 根 據 香 港 法 例 第 622 章 《 公 司 條 例 》
is this day incorporated in Hong Kong under the Companies Ordinance

在 香 港 成 立 為 法 團 ， 此 公 司 是 一 間
(Chapter 622 of the Laws of Hong Kong), and that this company is

有 限 公 司。
a limited company.

本 證 明 書 於 二 〇 一 九 年 九 月 二 十 日 發 出。
Issued on 20 September 2019.

(Sd.) Ms Ada L L CHUNG

....
香港特別行政區公司註冊處處長鍾麗玲
Ms Ada L L CHUNG
Registrar of Companies
Hong Kong Special Administrative Region

註 Note :
公司名稱獲公司註冊處註冊，並不表示獲授予該公司名稱或其任何部分的商標權或任何其他知識產權。
Registration of a company name with the Companies Registry does not confer any trade mark rights or any other intellectual property rights in respect of the company name or any part thereof.

THE COMPANIES ORDINANCE (Chapter 622)

Private Company Limited by Shares

ARTICLES OF ASSOCIATION

OF

CV MYANMAR YG1 LIMITED

PRELIMINARY

1. The name of the Company is

"CV MYANMAR YG1 LIMITED"

2. The liability of the members is limited.

3. The liability of the members is limited to any amount unpaid on the shares held by the members.

4. Capital and initial shareholdings (on the company's formation)

(a)	The total number of ordinary shares that the Company proposes to issue	1
(b)	The total amount of share capital to be subscribed by the Company's founder member(s)	HKD1.00
(c)	The amount to be paid up or to be regarded as paid up	HKD1.00
(d)	The amount to remain unpaid or to be regarded as remaining unpaid	NIL

5. The regulations in Schedule 2 to the Companies (Model Articles) Notice (Cap.622H) shall apply to the Company save in so far as they are hereby specifically excluded or are inconsistent with the Articles herein contained. In particular, but without in any way limiting the generality of the foregoing, Articles 11, 12, 16, 21, 22, 23, 26, 28, 33, 39, 41, 53, 56, 63, 64 and 81 shall not apply or are modified as hereinafter appearing.

GENERAL MANAGEMENT

6. The board of director(s) shall be entrusted with the general management of the business and the affairs of the Company, and shall have full power to do all such acts and things and enter into such contracts and engagements on behalf of the company as the director(s) may consider necessary or desirable and may also appoint and remove or suspend any officers, accountants, agents, servants and employees.

TRANSFER OF SHARES

7. The directors may in their absolute discretion refuse to register a transfer of any share. If the directors refuse to register a transfer they shall within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.

GENERAL MEETINGS

8. (a) The quorum for the transaction of business at any General Meeting shall be two members present in person or by proxy. Notwithstanding any provision herein, if the Company has only one member, the decision of that member shall be taken by way of written resolution(s).

(b) Meetings may be held in Hong Kong or at such other place or places in the world as the majority of the members in value shall from time to time by resolution determine.

(c) A resolution in writing signed by all of the members of the Company and annexed or attached to the General Meetings Minute Book shall be as valid and effective as a resolution passed at a meeting duly convened. The signature of any member may be given by his Attorney or Proxy. Any such resolution may be contained in one document or separate copies prepared and/or circulated for the purpose and signed by one or more members.

(d) Where the Company has only one member and that member takes any decision that may be taken by the Company in General Meeting and that has effect as if agreed by the Company in General Meeting, he shall (unless that decision is taken by way of a resolution in writing duly signed by him) provide the Company with a written record of that decision within 7 days after the decision is made.

DIRECTORS

9. Unless and until otherwise determined by an ordinary resolution of the Company, the minimum number of director(s) shall be one and there shall be no maximum number of directors.

10. The first director(s) of the company is/are the person(s) named as the director(s) in the Incorporation Form delivered to the Registrar of Companies.

11. A director need not hold any shares in the Company and is not subject to rotation or retirement at the annual general meetings. A director who is not a member of the Company shall nevertheless be entitled to attend and speak at general meetings.

12. (a) No director or intended director shall be disqualified from his office by contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or any contract or

arrangement entered into by or on behalf of the Company with any company or partnership of or in which any director shall be a member or otherwise interested be capable on that account of being avoided, nor shall any director so contracting or being such a member or so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such director holding that office or of the fiduciary relationship thereby established. Provided always that each Director shall forthwith disclose the nature of his interest in any contract or arrangement in which he is interested as required by and subject to the provisions of the Ordinance.

(b) Provided such disclosure is made as aforesaid, a Director shall be entitled to vote in respect of any contract or arrangement in which he is interested and to be counted in the quorum present at the meeting at which such contract or arrangement is considered.

POWERS OF DIRECTORS

13. The directors, in addition to the powers and authorities expressly conferred upon them by these Articles, may exercise all such powers and do all such acts as may be exercised or done by the Company in General Meeting subject nevertheless to the provisions of the Companies Ordinance, (Chapter 622), to these Articles, and to any regulations from time to time made by the Company in General Meeting, provided that no regulation so made shall invalidate any prior act of the directors which would have been valid if such regulation had not been made.

14. Without prejudice to the general powers conferred by the last preceding Article and the other powers conferred by these Articles, it is hereby expressly declared that the directors shall have the following powers, that is to say, power :-

(a) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.

(b) To purchase or otherwise acquire for the Company or sell or otherwise dispose of any property, rights and privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as they shall think fit.

(c) To engage, dismiss, and fix the salaries or emoluments of the employees of the Company.

(d) To institute, conduct, defend, compromise or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due to, and of any claims or demands by or against the Company.

(e) To refer any claims or demands by or against the Company to arbitration and observe and perform the awards.

(f) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands of the Company.

(g) To invest, lend or otherwise deal with any of the moneys or property of the Company in such manner as they think fit and to vary or realise any such investment from time to time.

(h) To arrange for banking facilities, on behalf of the Company, and to pledge, mortgage or hypothecate any of the property of the Company, if required.

(i) To open a current account with themselves for the Company and to advance any money to the Company with or without interest upon such terms and conditions as they shall think fit.

(j) To enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for, or in relation to, any of the matters aforesaid, or otherwise for the purpose of the Company.

(k) To give to any director, officer or other person employed by the Company a commission on the profits of any particular business or transaction, and such commission shall be treated as part of the working expenses of the Company, and to pay commissions and make allowance (either by way of a share in the general profits of the Company or otherwise) to any persons introducing business to the Company or otherwise promoting or serving the interest thereof.

(l) To sell, improve, manage, exchange, lease, let, mortgage or turn to account all or any part of the land, property, rights and privileges of the Company.

(m) To employ, invest or otherwise deal with any Reserve Fund or Reserve Funds in such manner and for such purposes as the directors may think fit.

(n) To execute, in the name and on behalf of the Company, in favour of any director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present or future) as they think fit, and any mortgages may contain a power of sale and such other powers covenants and provisions as shall be agreed upon.

(o) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and in particular to appoint any persons to be the Attorneys or agents of the Company with such powers (including power to sub-delegate) and upon such terms as they think fit.

(p) From time to time to make, vary or repeal rules and by-laws for the regulation of the business of the Company, its officers and servants.

(q) To delegate any or all of the powers herein to any director or other person or persons as the directors may at any time think fit.

DIRECTORS' REMUNERATION

15. (a) The directors shall be paid out of the funds of the Company fees for their services, such sum (if any) as the Company may by ordinary resolution from time to time determine.

(b) The directors shall also be entitled to be paid their reasonable expenses incurred in consequence of their attendance at meetings of directors, committee meetings or general meetings or otherwise in or about the business of the Company.

16. The directors may award extra remuneration out of the funds of the Company (by way of salary, commission or otherwise as the directors may determine) to any director who performs services which in the opinion of the directors are outside the scope of the ordinary duties of a director.

BORROWING POWERS

17. (a) The directors may exercise all the powers of the Company without restriction or limitation to borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company and to issue debentures, debenture stocks, bonds and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party. Debentures, debenture stocks, bonds and other securities of the Company may be made assignable free from any equities between the Company and the person to whom the same may be issued, and may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of directors and otherwise.

(b) The directors shall cause a proper register to be kept, in accordance with the provisions of the Ordinance, of all mortgages and charges affecting the property of the Company and shall duly comply with the requirements of the Ordinance in regard to the registration of mortgages and charges therein specified and otherwise. Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same subject to such prior charge, and shall not be entitled, by notice to the members or otherwise, to obtain priority over such prior charge.

APPOINTMENT AND REMOVAL OF DIRECTORS

18. The Company may, from time to time, by ordinary resolution appoint new Directors.

19. The Company may also by ordinary resolution remove any director notwithstanding anything in these Articles or in any agreement between him and the Company and may, appoint another person in his stead.

20. The directors shall have power, exercisable at any time and from time to time, to appoint any other person as a director, either to fill a casual vacancy or as an addition to the Board.

21. In the event that the quorum and minimum number of directors are fixed at two or more directors, the continuing directors may act notwithstanding any vacancy in their body, but if and so long as the number of directors is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of directors, the continuing directors may act for the purpose of increasing the number of directors to that number, or of summoning a general meeting of the Company, but for no other purpose. If there shall be no directors able or willing to act, then any two members may summon a general meeting (and if the Company has only one member, by way of a written resolution passed by that only member) for the purpose of appointing directors.

RESERVE DIRECTOR

22. If the Company has only one member and that member is also the sole director, the Company may in General Meeting, notwithstanding anything in these Articles, nominate a person (other than a body corporate) who has attained the age of 18 years as a reserve director of the Company to act in the place of the sole director in the event of his death. Any duly authorised officer of the Company is empowered to send the particulars of the nomination of the reserve director to the Registrar of Companies, pursuant to section 455 of the Ordinance.

ALTERNATE DIRECTORS

23. Any Director may at any time and from time to time appoint any person to be his alternate director and may at any time remove from office the alternate director so appointed by him and appoint another in his place. An alternate director shall not be entitled to receive any remuneration from the Company but shall otherwise be subject to the provisions of these Articles with regard to directors.

An alternate director shall subject to his giving to the Company an address within Hong Kong at which notice may be served upon him be entitled to receive notices of all meetings of the directors and to attend and vote as a director at any meeting at which the director by whom he was appointed is not personally present and generally in the absence of such appointor to perform all the functions of his appointor as director. An alternate director shall ipso facto cease to be an alternate director if his appointor ceases for any reason to be a director. All appointments and removals of alternate directors shall be effected by notice in writing sent to or left with the Company and signed by the director making or revoking such appointment.

DIRECTORS' MEETINGS

24. (a) Meetings of the directors may be held in Hong Kong or in any other part of the world as may be convenient for the majority.

(b) Unless otherwise determined by the Company by Ordinary Resolution, the quorum for meeting of the directors shall be two. Notwithstanding any provision herein, if the Company has only one director, the decision of that director shall be taken by way of written resolution(s).

(c) The directors may participate in any Board Meeting by means of conference telephone or other communications equipment through which all other directors present at the Meeting can hear each other and such participation shall constitute attendance at Board Meeting as if those participating were present in person, provided always that the quorum was already present at the meeting. The directors may also, in urgent cases, pass a resolution by way of telephonic conference, provided always that a written resolution is subsequently signed by all the directors in accordance with (d) below.

(d) A resolution in writing, signed by majority of the directors for the time being entitled to receive notice of a meeting of the directors, shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held, without the need for any agenda or notice. The signature of any director may be given by his alternate. Any such resolution may be contained in one document or separate copies prepared and/or circulated for the purpose and signed by one or more of the directors. A cable, telex, fax or e-mail message or other written electronic communication sent by a director or his alternate shall be deemed to be a document signed by him for the purposes of this Article.

THE SEAL AND CHEQUES

25. The Company may or may not have a common seal. However, if the directors shall decide to have one made for the Company, the common seal must be a metallic seal having the Company's name engraved on it in legible form and the director(s) shall provide for the safe custody thereof. The seal shall not be affixed to any instrument except by the authority of the directors or a committee authorised by the Board in that behalf, and every instrument to which the seal shall be affixed shall be signed by one director or some other person nominated by the directors for the purpose.

26. The Company may exercise all the powers of having official seals conferred by the Ordinance and such powers shall be vested in the directors.

27. All cheques, bills of exchange, promissory notes and other negotiable instruments issued or required to be signed, endorsed or accepted or otherwise negotiated by the Company shall be signed by the director(s) or such person or persons as the board of director(s) shall from time to time appoint.

COMPANY SECRETARY

28. (a) The directors shall appoint a secretary of the Company for such period, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them. In the event that the secretary appointed is a corporation or other body, it may act and sign by the hand of any one or more of its directors or officers duly authorised. The First Secretary of the Company is the person named as the Company Secretary in the Incorporation Form delivered to the Registrar of Companies and is **GRL19 NOMINEE LIMITED**.

(b) Where the Company has only one director, that director shall not also be the Secretary of the Company.

(c) Where the Company has only one director, the Company shall not have as Secretary of the Company a body corporate the sole director of which is the sole director of the Company.

WINDING UP

29. If the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up Capital, such assets shall be distributed so that as near as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively and if in a winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up the excess shall be distributed among the members in proportion to the capital at the commencement of the winding up paid up or which ought to have been paid up on the shares held by them respectively. But this Article is to be without prejudice to the rights of the holders of any shares issued upon special terms and conditions.

30. (a) If the Company shall be wound up whether voluntarily or otherwise the liquidators may with the sanction of a special resolution divide among the contributories in specie or kind any part of the assets of the Company and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories or any of them as the liquidators with the like sanction think fit.

(b) If thought expedient any such division may be otherwise than in accordance with the legal rights of the contributories and in particular any class may be given preferential or special rights or may be excluded altogether or in part; but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on any contributory who would be prejudiced thereby shall have a right to dissent and ancillary rights as if such determination were a Special Resolution passed pursuant to the Ordinance.

(c) In case any of the shares to be divided as aforesaid consist of shares which involve a liability to calls or otherwise, any person entitled under such division to any of the said shares may, within ten days after the passing of the Special Resolution by notice in writing, direct the liquidator to sell his proportion and pay him the net proceeds, and the liquidator shall, if practicable, act accordingly.

****

I/We, the undersigned, wish to form a company in pursuance of these articles of association and I/we respectively agree to subscribe for the amount of share capital of the Company and to take the number of share(s) in the Company set opposite to my/our respective name(s):-

Name(s) and Address(es) of Founder Member(s)	Number of Share(s) Taken	Total Amount of Share Capital
GRL19 NOMINEE LIMITED 14/F., Chun Wo Commercial Centre, 25 Wing Wo Street, Central, Hong Kong Corporation	1	HKD1.00
Total:	1	HKD1.00

CNTIC VPOWER YG1 LIMITED

ROOM 8 ,16TH FLOOR, 221 SULE PAGODA ROAD, SUEL SQUARE,
KYAUKTADA TOWNSHIP, YANGON CITY, STATE OF THE REPUBLIC OF THE
UNION OF MYANMAR

To

The Chairman
Myanmar Investment Commission
No. 1, Thitsar Road, Yankin Township,
Yangon, Myanmar

Date

Subject: submission of financial statement and bank statement of VPower Group International Holdings Limited in lieu of shareholder

CNTIC VPOWER YG1 Limited is incorporated in Myanmar with the registration no. 122504743 on 3rd October, 2019 as 100% owned by CV Myanmar YG1 Limited. Since CV Myanmar YG1 Limited is newly incorporated in Hong Kong in September 2019, CV Myanmar YG1 Limited does not have its financial statement yet. Accordingly, we would like to submit the financial statement and bank statements of VPower Group International Holdings Limited instead of our shareholder.

As required by the MIC, we would like to submit the bank statement and financial statement of the shareholders of the VPower Group International Holdings Limited for MIC application.

Sincerely,

LO SIU YUEN
Director
On behalf of
CNTIC VPOWER YG1 Limited

Standard Chartered

-5 AUG 2019

VPOWER GROUP INTERNATIONAL HOLDINGS LIMITED
UNITS 2701-05 27/F
OFFICE TOWER 1
THE HARBOURFRONT 18-22 TAK FUNG STREET
HUNG HOM KLN
HONG KONG

A028886

BRANCH 分行 : CENTRAL BRANCH
ENQUIRY HOTLINE 諮詢熱線 : 2886 8888
STATEMENT DATE 截數日期 : JULY 31, 2019
CURRENCY 貨幣 : HKD
ACCOUNT TYPE 戶口種類 : CURRENT ACCOUNT
ACCOUNT NUMBER 戶口號碼 : 447-0-813755-8

AC01401

Date 日期	Description 進支詳列	Deposit 存款	Withdrawal 提款	Balance 結餘
JUN 29	Balance Forward			2,573,236.09
JUL 02	G00/2019000009654 (Value Date As of 01 JUL 19)	2,338.80		2,575,574.89
JUL 03	PAYROLL CUSTOMER CHARGE		3.90	
	PAYROLL DEBIT 00001		432,000.00	2,143,570.99
JUL 11	TRANSFER DEPOSIT NTRF	30,000.00		2,173,570.99
JUL 16	TRANSFER DEPOSIT NTRF	8,000.00		2,181,570.99
JUL 18	HKD CLEARING CHEQUE 305574		36,353.40	2,145,217.59
JUL 19	HKD CLEARING CHEQUE 305573		73,000.00	2,072,217.59
JUL 24	TRANSFER DEPOSIT NTRF	140,000.00		2,212,217.59
JUL 25	HKD CLEARING CHEQUE 305568		1,000,000.00	1,212,217.59
JUL 30	TRANSFER DEPOSIT NTRF	80,000.00		
	TOTAL	260,338.80	1,541,357.30	1,292,217.59

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447-0-813755-8
VPOWER GROUP INTERNATIONAL HOLDINGS

011.13 (5/2017)

P030939

Standard Chartered

06 SEP 2019

VPOWER GROUP INTERNATIONAL HOLDINGS
LIMITED
UNITS 2701-05 27/F
OFFICE TOWER 1
THE HARBOURFRONT 18-22 TAK FUNG STREET
HUNG HOM KLN
HONG KONG

A029115

BRANCH 分行 : CENTRAL BRANCH
ENQUIRY HOTLINE 諮詢熱線 : 2886 8888
STATEMENT DATE 截數日期 : AUGUST 31, 2019
CURRENCY 貨幣 : HKD
ACCOUNT TYPE 戶口種類 : CURRENT ACCOUNT
ACCOUNT NUMBER 戶口號碼 : 447-0-813755-8

Date 日期	Description 進支詳列	Deposit 存款	Withdrawal 提款	Balance 結餘
JUL 31	Balance Forward			1,292,217.59
AUG 01	G00/2019000011422	917.61		1,293,135.20
AUG 02	HKD CLEARING CHEQUE 305575		12,000.00	
	HKD CLEARING CHEQUE 305570		1,000,000.00	281,135.20
AUG 08	HKD CLEARING CHEQUE 305576		140,000.00	141,135.20
AUG 12	HKD CLEARING CHEQUE 305577		39,506.00	
	HKD CLEARING CHEQUE 305578		40,000.00	61,629.20
AUG 14	TRANSFER DEPOSIT NTRF	5,000.00		66,629.20
AUG 26	TRANSFER DEPOSIT NTRF	300,000.00		366,629.20
AUG 28	HKD CLEARING CHEQUE 305579		6,201.50	
	TOTAL	305,917.61	1,237,707.50	360,427.70

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447-0-813755-8
VPOWER GROUP INTERNATIONAL HOLDINGS

HCAS011.13 (5/2017)

P031139

Standard Chartered

09 OCT 2019

VPOWER GROUP INTERNATIONAL HOLDINGS
LIMITED
UNITS 2701-05 27/F
OFFICE TOWER 1
THE HARBOURFRONT 18-22 TAK FUNG STREET
HUNG HOM KLN
HONG KONG

A029413

BRANCH 分行 : CENTRAL BRANCH
ENQUIRY HOTLINE 諮詢熱線 : 2886 8888
STATEMENT DATE 截數日期 : SEPTEMBER 30, 2019
CURRENCY 貨幣 : HKD
ACCOUNT TYPE 戶口種類 : CURRENT ACCOUNT
ACCOUNT NUMBER 戶口號碼 : 447-0-813755-8

Date 日期	Description 進支詳列	Deposit 存款	Withdrawal 提款	Balance 結餘
AUG 31	Balance Forward			360,427.70
SEP 02	G00/2019000013107	100.07		
	(Value Date As of 01 SEP 19)			360,527.77
SEP 05	HKD CLEARING CHEQUE 305580		25,177.95	
	HKD CLEARING CHEQUE 305581		230,773.60	104,576.22
SEP 24	TRANSFER DEPOSIT NTRF	14,300,000.00		14,404,576.22
SEP 25	TRANSFER DEPOSIT NTRF	400,000.00		
	CHARGES ON 202OL19092502152		370.00	
	202OL19092502152 COMPUTERSHARE HONG KONG		13,740,381.18	1,063,825.04
SEP 27	HKD CLEARING CHEQUE 305587		400,000.00	
	TOTAL	14,700,100.07	14,396,702.73	663,825.04

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447-0-813755-8
VPOWER GROUP INTERNATIONAL HOLDINGS

HCAS011.13 (5/2017)

P031385

CONSOLIDATED STATEMENT OF PROFIT OR LOSS

Year ended 31 December 2018

	Notes	2018 HK$'000	2017 HK$'000
REVENUE	5	**2,420,749**	1,746,016
Cost of sales		**(1,714,007)**	(1,169,189)
Gross profit		**706,742**	576,827
Other income and gains	5	**40,164**	190,246
Selling and distribution expenses		**(25,794)**	(29,091)
Administrative expenses		**(272,561)**	(205,031)
Other expenses, net		**(32,489)**	(98,620)
Finance costs	6	**(191,359)**	(76,999)
Share of profits and losses of joint ventures		**6,298**	–
PROFIT BEFORE TAX	7	**231,001**	357,332
Income tax expense	10	**(30,096)**	(26,014)
PROFIT FOR THE YEAR		**200,905**	331,318
Attributable to:			
Owners of the Company		**213,288**	331,924
Non-controlling interests		**(12,383)**	(606)
		200,905	331,318
EARNINGS PER SHARE ATTRIBUTABLE TO ORDINARY EQUITY HOLDERS OF THE COMPANY	12		
Basic		**HK8.36 cents**	HK12.99 cents
Diluted		**HK8.36 cents**	HK12.98 cents

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

Year ended 31 December 2018

	2018 HK$'000	2017 HK$'000
PROFIT FOR THE YEAR	**200,905**	331,318
OTHER COMPREHENSIVE INCOME/(LOSS)		
Other comprehensive income/(loss) that may be reclassified to profit or loss in subsequent periods:		
Exchange differences on translation of foreign operations	**(12,604)**	16,913
Other comprehensive income that will not be reclassified to profit or loss in subsequent periods:		
Gain on property revaluation	**1,063**	–
OTHER COMPREHENSIVE INCOME/(LOSS) FOR THE YEAR, NET OF TAX	**(11,541)**	16,913
TOTAL COMPREHENSIVE INCOME FOR THE YEAR	**189,364**	348,231
Attributable to:		
Owners of the Company	**187,194**	348,825
Non-controlling interests	**2,170**	(594)
	189,364	348,231

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

31 December 2018

	Notes	2018 HK$'000	2017 HK$'000
NON-CURRENT ASSETS			
Property, plant and equipment	13	**1,811,786**	2,189,082
Investment property	14	**25,000**	—
Goodwill	15	**81,489**	—
Other intangible assets	16	**86,296**	—
Interests in joint ventures	17	**762,918**	—
Deposits and other receivables	20	**164,292**	608,597
Deferred tax assets	31	**15,465**	5,329
Total non-current assets		**2,947,246**	2,803,008
CURRENT ASSETS			
Inventories	18	**1,249,430**	712,451
Trade and bills receivables	19	**1,071,077**	780,898
Prepayments, deposits, other receivables and other assets	20	**445,939**	314,838
Due from related companies	21	**579**	96
Derivative financial instrument	22	**—**	90,386
Tax recoverable		**52,022**	25,669
Restricted cash	23	**81,209**	—
Pledged deposits	24	**48,443**	165,759
Cash and cash equivalents	24	**541,353**	1,033,502
		3,490,052	3,123,599
Assets held for sale	36	**956,929**	—
Total current assets		**4,446,981**	3,123,599
CURRENT LIABILITIES			
Trade and bills payables	25	**394,801**	904,075
Other payables and accruals	26	**492,884**	832,025
Senior notes	27	**6,268**	—
Interest-bearing bank and other borrowings	28	**2,384,499**	532,392
Tax payable		**6,024**	17,808
Provision for restoration	30	**3,249**	3,672
Total current liabilities		**3,287,725**	2,289,972
NET CURRENT ASSETS		**1,159,256**	833,627
TOTAL ASSETS LESS CURRENT LIABILITIES		**4,106,502**	3,636,635

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

31 December 2018

	Notes	2018 HK$'000	2017 HK$'000
NON-CURRENT LIABILITIES			
Other payables	26	73,491	311,046
Senior notes	27	779,622	—
Interest-bearing bank and other borrowings	28	585,434	856,651
Provision for restoration	30	31,480	2,330
Deferred tax liabilities	31	20,121	5,886
Total non-current liabilities		1,490,148	1,175,913
Net assets		2,616,354	2,460,722
EQUITY			
Equity attributable to owners of the Company			
Share capital	32	256,207	256,159
Reserves	35	2,313,993	2,205,157
		2,570,200	2,461,316
Non-controlling interests		46,154	(594)
Total equity		2,616,354	2,460,722

Lam Yee Chun
Director

Au-Yeung Tai Hong Rorce
Director

THE REPUBLIC OF THE UNION OF MYANMAR

MINISTRY OF ELECTRICITY AND ENERGY

POWER PURCHASE AGREEMENT

BETWEEN

ELECTRIC POWER GENERATION ENTERPRISE

AND

CONSORTIUM OF VPOWER HOLDINGS LTD, VPOWER GROUP HOLDINGS LTD AND CHINA NATIONAL TECHNICAL IMPORT & EXPORT CORPORATION

FOR

400 MW GAS FIRED POWER PLANT (THAKETA)

NAYPYITAW Dated: ,2019

1. **Preamble.**

(a) This Power Purchase Agreement for Thaketa Power Plant at Yangon (hereinafter referred to as the "**Agreement**") is made on [ ] between Electric Power Generation Enterprise, Ministry of Electricity and Energy, Building No.27, Naypyitaw, (hereinafter referred to as "**EPGE**" which expression includes its successors and legal representatives) represented by U Than Naing Oo, Managing Director on the one part; and

(b) Consortium of VPower Holdings Ltd, VPower Group Holdings Ltd and China National Technical Import & Export Corporation, with registered address at Unit 2701-05, 27/F., Office Tower 1, The Harbourfront, 18-22 Tak Fung Street, Hunghom, Kowloon, Hong Kong S.A.R (hereinafter referred to as the "**Company**" which expression includes its successors and legal representatives) represented by Mr. Ng Wing Fai Oscar, senior regional manager and Mr. Ma Yongtao, deputy general manager on the other part.

The Company and EPGE shall each be referred to as a "**Party**", and collectively the "**Parties**".

THE PARTIES AGREE AS FOLLOWS:

2. **Objectives.**

In order to fulfill the increasing electricity demand of the Republic of the Union of Myanmar, the Ministry of Electricity and Energy, Electric Power Generation Enterprise ("**EPGE**") published an open invitation to all foreign and local investors to submit a proposal in the local newspaper. In response to the Invitation, MOEE received technical and commercial proposals from the bidders ("**Tender Response**") on 29 July 2019 (the "**Bid Submission Date**"), and after evaluating the said proposals, EPGE has determined to award the Company as the successful Bidder.

The Company is formed as Project Company under the laws of Myanmar by the consortium of VPower Holdings Ltd, VPower Group Holdings Ltd and China National Technical Import & Export Corporation through their subsidiaries and joint ventures for implementation, design, development, construction, financing ownership, operation, and maintenance of the Power Plant through out of the Term.

References to days or months throughout this Agreement are respectively to calendar days or calendar months, unless otherwise stated.

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3. **Terms and Conditions**

The terms and conditions of this Agreement are as follows:

(a) **Obligations of EPGE**

Subject to the Company's fulfillment of its corresponding prerequisite obligations:

(i) EPGE shall assist the Company to acquire the land area for the mooring area for the Floating Storage Unit-FSU, and gas pipe line system meeting the specifications provided by the Company. EPGE (a) shall provide and maintain the land area for the Power Plant and the transmission line/cable (as designated on the map in Annex 1) meeting the specifications provided by the Company (the "**Site**") on 6th September 2019 (the "**Commencement Date**") for the duration of the Term, and (b) shall ensure that the Company has all the access and use rights to and over the Site sufficient for the Company's Personnel to perform its obligations hereunder and to protect rights and title over the power generation units;

(ii) During the term of this Agreement, EPGE shall provide the Company with dispatch instructions/guidance, and the Company (or its designated affiliate) shall operate power generation units which mainly comprises gas engines/turbines and other related equipment and accessories (being the "**Power Plant**") according to EPGE's instructions/guidance of load dispatch as necessary;

(iii) EPGE shall make arrangements and provide all documentary support as may be required by the relevant Myanmar authorities to ensure that multiple entry visa and long stay permits are issued to allow each requisite personnel of the Company, its affiliates, associated companies, suppliers, contractors and subcontractors (a "**Company's Personnel**") to enter, remain in and depart from Myanmar over the term of this Agreement or any extended term for the purpose of providing the services set out in Annex 6 ("**Construction Works and Operation**") to meet the Company's obligations hereunder;

(iv) EPGE shall provide approvals for the connection to 230 kV Thaketa Substation at least [sixty (60)] days prior to the Original Commercial Operation Date, for the purpose of testing

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and commissioning and supplying electricity to, and all sufficient utilities and power for the provision of the Construction Works and Operation by, the Company, and cooperate with the Company's Personnel with respect to all the activities under this Agreement;

(v) EPGE shall be responsible for ensuring to pay the Capacity Charges, Fuel Charges, take or pay settlement, Test and Commissioning Gas Payments, Early Generation Energy Payment and Dispatch Deviation Payments it owes to the Company in accordance with Annex 5 of this Agreement.

(b) Obligations of the Company

Subject to EPGE's fulfillment of its corresponding prerequisite obligations:

(i) The Company shall, by itself and/or through a qualified contractor, provide EPGE the Construction Works and Operation at its own cost throughout the Term of this agreement;

(ii) The total installed capacity of Power Plant shall be [420] MW. Subject to Annex 2, Annex 8, clauses 3(b)(vii) and 3(b)(ix), the Company shall guarantee that the Power Plant provides a net guarantee output of [350] MW at Commercial Operation Date (and a net guarantee output of [400] MW thirty (30) days later. The term of this Agreement is [60] months from the Commercial Operation Date (the "**Term**"), subject to renewal, by the agreement of both Parties;

(iii) The Company shall be the importer-of-record of the Power Plant and related equipment, and the Company shall be responsible for completing all customs clearance and all other required formalities for the importation of the Power Plant and related equipment in a timely manner. EPGE will endeavor to assist with timely customs clearance. The Company shall also bear all cost related to importation of the Power Plant and related equipment including but not limited to actual shipping, transportation, loading costs and taxes for the importation under this Agreement;

(iv) The Company shall be responsible for obtaining, and maintaining throughout the term of this Agreement, the

requisite permits, approvals and licenses required under Myanmar laws and regulations to enable the Company (including the Company's Personnel and/or its affiliates) to perform its obligations under this Agreement, including (a) importing, storing and regasification of LNG, (b) importing and operating a floating storage unit ("**FSU**") / floating storage and regas unit ("**FSRU**") and (c) generating electricity, in each case, as required hereunder, with EPGE providing assistance in this respect;

(v) The Company shall be responsible for, and arrange connection including new complete switch bay(s) to 230 kV Thaketa, with EPGE providing assistance in this respect in accordance with requirements and specifications of EPGE specified in Annex 4;

(vi) The Company shall be responsible for, and arrange installation of 1 primary and 1 back-up kilowatt hour meters at 230 kV incoming bay at 230 kV Thaketa Substation to meter Power Plant generation, and the specification and accuracy class of energy meter shall be provided by EPGE;

(vii) The Company shall commence generating electricity within [210] days after the Commencement Date which shall be known and defined as the "**Original Commercial Operation Date**"), or if later, plus an extra day to the Original Commercial Operation Date for each day of Excusable Delays. The "**Commercial Operation Date**" of the Power Plant shall be achieved after demonstration of four (4) hours continuous operation at minimum output 280 MW. The "**Net Dependable Capacity**" shall be established by averaging the output of the Power Plant during (4) hours continuous operation at minimum output 280 MW. For the avoidance of doubt the Net Dependable Capacity shall be 350 MW provided that the average output of the Power Plant during four (4) hours continuous operation is greater than 350 MW. In case the Company fails to achieve minimum output 280 MW the Company has the right to call for additional four (4) hours demonstration for Commercial Operation Date whenever readiness is declared;

(viii) If the Company fails to achieve Commercial Operation Date pursuant to clause 3 (b) (vii), the Company shall pay liquidated

damages of MMK 571,500 per MW per day to EPGE for 350 MW for a maximum of thirty (30) days. If the Net Dependable Capacity is less than 350 MW, the Company shall pay liquidated damages of MMK 571,500 per MW per day to EPGE on each MW that failed to achieve from the 350 MW;

(ix) Within 30 days from the Commercial Operation Date, the Company shall conduct demonstration of (4) hours continuous operation of at minimum output of 360 MW. The "**New Net Dependable Capacity"** shall be established by averaging the output of the Power Plant during (4) hours continuous operation at minimum output 360 MW after demonstration of (4) hours continuous operation of at minimum output of 360 MW. For the avoidance of doubt the New Net Dependable Capacity shall be 400 MW provided that the average output of the Power Plant during four (4) hours continuous operation is greater than 400 MW;

(x) In case **New Net Dependable Capacity** is less than 400 MW, the Company has to conduct another continuous four (4) hours demonstration of 400 MW whenever readiness is declared until the average output of the Power Plant during four (4) hours continuous operation is greater than or equal to 400 MW. The Company shall only establish the **New Net Dependable Capacity** as 400 MW if the average output of the Power Plant during four (4) hours continuous operation is greater than or equal to 400 MW;

(xi) If the New Net Dependable Capacity is less than 400 MW, the Company shall pay liquidated damages of MMK 571,500 per MW per day to EPGE on each MW that failed to achieve from the 400 MW;

(xii) To determine and record the actual output Commercial Operation Date test of the Power Plant and monthly electricity generation, energy meter located at the 230 kV incoming bay of 230 kV Thaketa Substation shall be used. The Commercial Operation Date test shall be witnessed by the Company and EPGE. EPGE shall pay for the Testing & Commissioning Gas Payments as used by the Power Plant during its testing and commissioning and demonstration of four (4) hours continuous operation in accordance with Annex 5.5;

(xiii) The Company shall ensure that there are sufficient back-up power generation units available in the event of break-down of some of the power generation units;

(xiv) If the penalty in the preceding sentences has accrued for more than thirty (30) days and remains unpaid, EPGE shall be entitled to deduct the amount of penalty payment from the payments due to the Company in accordance with Annex 5 following Commercial Operation Date or Performance Bank Guarantee;

(xv) The Company shall submit weekly work progress reports every seven (7) days beginning fourteen (14) days after the Commencement Date;

(xvi) The Company shall be responsible to run the Power Plant with black start facility to synchronize with Myanmar's national grid in case of blackout;

(xvii) The Company shall demolish/vacate the Power Plant at its own cost within four (4) months after the earlier of: (1) expiry of the term of this Agreement (subject to extension/renewal) or (2) early termination of this Agreement;

(xviii) The Company shall submit scheduled outage and maintenance plan to EPGE at the start of the Commercial Operation Date and thereafter on each anniversary of the Commercial Operation Date over the term of this Agreement;

(xix) The Company (directly or through its contractors or subcontractors) shall in a timely manner obtain and maintain throughout the Term all permits, approvals and licenses required under Myanmar laws and regulations for the performance of its obligations in relation to the Power Plant under this Agreement;

(xx) The Company shall construct a new 230 kV transmission line/cable from the Power Plant to the 230 kV Thaketa substation and new gas pipe line(s) and gas station(s) and jetty for FSU mooring at its own cost in accordance with requirements and specifications of EPGE specified in Annex 4;

(xxi) The Company shall be responsible for maintenance of transmission line/cable inside the EPGE compound;

(xxii) For the purpose of supplying gas to the Power Plant from the FSU, the Company shall construct a new [ ] inches gas

pipeline from the FSU to Thilawa Gas Station and a new [ ] inches gas pipeline from Thaketa Gas Station to the Power Plant at its own cost (the "**New Gas Pipelines**"). The existing 20 inches gas pipe line from Thilawa Gas Station to South Dagon Junction and the existing 30 inches gas pipe line from South Dagon Junction to Thaketa Gas Station (the "**Existing Gas Pipelines**") will be permitted to be used by the Company in order to transmit gas from Thilawa Gas Station to Thaketa Gas Station. And the Company shall not be liable to pay any usage fees to EPGE for transmitting of gas through the New and Existing Gas Pipelines. The Company shall install one new 20 inches block valves, one new 30 inches block valves, one new 10 inches block valves, other required gas supply infrastructure and protection system on the Existing Gas Pipelines at its own cost. The Existing Gas Pipelines and the scope of work for the Company is mentioned in Annex 3. The Company shall arrange to get the required gas amount and pressure for the Power Plant at its own cost. The ownership of the New Gas Pipelines outside the compound of the Power Plant shall be transferred to EPGE at the end of the Term free of charge and the cost in relation with the maintenance of New Gas Pipelines shall be borne by the Company during the Term;

(xxiii) EPGE shall be responsible to operate the Existing Gas Pipelines so that the gas transported by the Company through the Existing Gas Pipelines and other types of gas are transmitted separately at all times;

(xxiv) The Company shall be allowed to install, operate and inspect gas record meters on each end of the Existing Gas Pipeline to record the amount of the Company's gas entering and leaving the Existing Gas Pipeline. In case of a difference in metering of more than [ ]% between the incoming and outgoing gas during any one month period, EPGE shall indemnify the Company for the loss of the gas which shall be at a rate equivalent to the Fuel Charges;

(xxv) Necessary land acquisition for gas pipe line(s) right of way, gas station area and mooring area for FSU shall be arranged by the Company at its own cost in accordance with the applicable laws of Myanmar. EPGE will assist to get necessary permission;

(xxvi) The Company shall be solely responsible for the arrangement of Liquefied Natural Gas (LNG) to operate the Power Plant. The Company shall arrange the stock of LNG enough for one week of full load operation of the Power Plant;

(xxvii) The Company shall acquire the land area for gas pipe line(s), gas station area and mooring area for FSU within forty-five (45) days after the Commencement Date and provide the evidence of land acquisition within five (5) days after transferring of land;

(xxviii) The Company shall pay the land use fee for the Power Plant at the rate of [12,141] USD per acre per year for the portion of land actually used by the Power Plant, the first payment for land use fee shall be made by the Company to EPGE within thirty (30) days from the Commercial Operation Date. Thereafter the annual payment shall be made within thirty (30) days from each anniversary of the Commercial Operation Date. If the Company delays in the payment of the land use fee, the Company shall pay a penalty of 0.02% per day on the outstanding fee until full payment thereof.

4. Payment Terms

(a) The payments owed by EPGE to the Company hereunder shall be calculated based on Annex 5.

(b) EPGE shall pay the requisite amount of the Capacity Charges, Fuel Charges and other payments on a two times per month basis (unless otherwise provided for in this Agreement), and all amounts payable under this Agreement shall be paid to the Company's bank account set out in Clause 4(f).

(c) EPGE shall not pay any amount of electricity energy more than the Guaranteed Electric Energy amount for high seasons and low seasons as provided under Annex 5, unless the amount of electric energy more than the Guaranteed Electric Energy for high seasons and low seasons is instructed by EPGE or the load dispatch center. In the first week after the end of each season, all Parties shall determine the amount of excessive electric energy generated by mutual agreement.

(d) The Company shall send an invoice to EPGE for payment of the Capacity Charges, the Fuel Charges and other payments based on Annex 5 twice per month. If there is no objection to the amount

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invoiced within three (3) business days of receipt of the relevant invoice, the amount invoiced shall be deemed as having been approved by EPGE, and EPGE shall pay the invoiced amount by account transfer within thirty (30) days from the date of receipt of such invoice. In respect of invoices issued for the Capacity Charges, the Fuel Charges and other types of payments where the invoiced amount exceeds the actual amounts owed by EPGE, the invoiced amount in excess shall be set-off from the immediately succeeding invoice. If any dispute arises on the amounts invoiced, EPGE shall pay the undisputed amount, and the Parties shall negotiate settlement of the disputed amount. EPGE will be liable to pay the Company a penalty of 0.02% per day for late payments of undisputed amounts.

(e) Subject to <u>Annex 5</u>, the Company shall pay all applicable taxes in accordance with Myanmar laws.

(f) The Company shall hold its bank account at either: (i) Myanmar Economics Bank in Naypyitaw or (ii) Myanmar Economics Bank No.3 or (iii) other local commercial bank in Yangon to receive Capacity Charges and Fuel Charges and other payments made by EPGE. With respect to the Capacity Charges and Fuel Charges and other payments set out in this Agreement, EPGE shall make payments in Myanmar Kyat ("**MMK**") equivalent of the payment that is denominated in US Dollars, based on the official USD to MMK exchange rate published by the Central Bank of Myanmar on the immediate preceding business day.

(g) **Within twenty (20) days following the signing date of this Agreement,** the Company shall deposit a performance bank guarantee by using form in Annex 11 with a bank acceptable to Central Bank of Myanmar (the "**Performance Bank Guarantee**"), which shall be valid for [thirty (30)] days after the Original Commercial Operations Date in the amount of [5,000,000] USD (pass through the Myanma Foreign Trade Bank, MFTB) to secure its timely completion of its obligations hereunder of the Commercial Operation Date. At the time of providing the Performance Bank Guarantee to EPGE by the Company, EPGE shall return the bid Security to the Company. The Company shall renew prior to expiry of the Performance Bank Guarantee if any delay of Commercial Operation Date occurs. The Performance Bank Guarantee shall be returned to the Company within seven (7) business days after the successful completion of the Commercial Operation Date.

(h) In respect of any extension of the Original Commercial Operation Date the Performance Bank Guarantee shall be extended and valid for thirty (30) days after the Commercial Operation Date.

(i) After the Commercial Operation Date, EPGE shall deduct for electricity consumed by the company from the grid for purpose of operating the Power Plant from the electricity exported.

(j) Within seven (7) days after the end of each month, the representatives of the Parties shall meet at the Site to determine the amount of electricity the Company cannot produce due to planned and forced outage of the Power Plant, system breakdown, transmission line fault, unavailability of Gas Supply and other events. The representatives of the Parties shall record such determination in writing and sign on the same after the amount of electricity has been finalized. The Parties shall settle any take or pay Top up amount at the end of the months of June and December. Any payment due to EPGE shall be adjusted to the payments owed in the following month. Any payment due to the Company shall be made in accordance with Clause 4(k).

(k) EPGE shall send credit note to the Company for any penalty payment incurred by the Company to EPGE including but not limited to Commercial Operation Date delay penalties pursuant to clauses 3(b)(xiv). If there is no objection to the amount in credit note within five (5) business days of receipt of the relevant credit note, the amount shall be deemed as having been approved by the Company, and the Company shall pay the amount mentioned in the credit note by account transfer to EPGE's bank account within thirty (30) days from the date of receipt of such credit note. If the Company does not pay the amount mentioned in the credit note within thirty (30) days from the date of receipt of such credit note, EPGE shall be entitled to withhold payments. If any dispute arises on the amount mentioned in the credit note, the Company shall pay the undisputed amount, and the Parties shall negotiate settlement of the disputed amount.

(l) Both Parties acknowledges that all amounts payable under this Agreement shall be made in MMK.

5. Compensation for Breach

(a) The "take or pay" settlement shall be calculated based on seasonality in accordance with Annex 5.

(b) In the event of EPGE's system failure or total blackout, the Company shall restore full operation of the Power Plant within thirty (30) minutes upon receiving power from the national grid.

(c) Within ten (10) days after the Commencement Date, the Company shall submit the work program to be carried out, failing which, the Company shall pay sixty thousand (60,000) MMK per day as penalty fees for a maximum of thirty (30) days.

6. Term of the Agreement

(a) This Agreement shall be effective from the date of this Agreement. If the extension of the term or early termination of the term is not made in accordance with this Agreement, this Agreement shall be valid for sixty (60) months commencing on the Commercial Operation Date.

(b) If the Term of this Agreement is agreed to be extended by both Parties and provided that EPGE shall provide a six (6) months' advance notice, the Term shall be extended.

7. LNG Arrangement for the Power Plant

(a) Dispatch

(i) For the purpose of scheduling LNG by the Company, EPGE shall provide the Company with a dispatch schedule for every contract year of the Term (the "**Annual Dispatch Program**"): (i) in case of the first contract year, [90] days before the Original Commercial Operation Date; and (ii) for all other contract years, before [1 October]. [The Annual Dispatch Program will provide for minimum annual dispatch levels in accordance with the clause 5.1(d) of Annex-5.]

(ii) EPGE shall confirm a quarterly plan ("**Quarterly Dispatch Plan**") to the Company across each calendar quarter no later than [45] days prior to each succeeding quarter, [which shall be based/in compliance with the Annual Dispatch Program] The Quarterly Dispatch Plan will provide details of dispatch instructions for each of the following three month' period. The dispatch of the Power Plant will be restricted by the applicable Quarterly Dispatch Plan.

(iii) EPGE may provide limited adjustment of the month ahead dispatch [as set out in the Quarterly Dispatch Plan] taking into account past offtakes and actual delivered quantities.

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(iv) EPGE may nominate and offtake power within the agreed minimum and maximum dispatch quantities, provided that it is within the overall monthly and quarterly adjustment limits referred in the above.

(v) The Annual Dispatch Program and the Quarterly Dispatch Plans shall be prepared in accordance with Annex 5.

(vi) EPGE shall dispatch the Power Plant in accordance with the Annual Dispatch Program and the Quarterly Dispatch Plans as well as the provisions of Annex 3.

(b) LNG supply

(i) The Company shall arrange for the supply of LNG in accordance with the Annual Dispatch Program and each Quarterly Dispatch Plan.

(ii) [60] days prior to each contract year, the Company will provide EPGE with LNG supply volume it expects to execute for the following year.

(iii) EPGE may provide comments to the LNG supply volume provided by the Company within [10] days of receipt. If EPGE has not provided comments within the period mentioned above, the Company shall be at liberty to execute the related LNG supply agreement(s) and EPGE will be deemed to have accepted the terms of such LNG supply volume.

(iv) If requested by EPGE, the Company shall provide the executed versions of the LNG supply agreements executed with LNG suppliers.

(v) The LNG supply agreement shall contain the following typical commercial terms:

a. The LNG supplier shall use reasonable efforts to resell undelivered cargos and to deduct the Net Proceeds of such resale to the penalties for non-delivery (with such "**Net Proceeds**" being calculated as (i) the total proceeds received from the sale of the cargo to third parties, *minus* (ii) any reasonable and properly incurred documented transportation, capacity reservation and port costs, fees, duties, commissions and expenses;

b. The LNG supply agreement shall set an annual contract quantity ("**ACQ**") equivalent to the amount of LNG necessary to generate the Net Dependable Capacity and New Net Dependable Capacity, which is based on the take or pay commitment in accordance with Annex 5.

c. The LNG supply agreement shall allow the Company to give an increase (Upward Quantity Tolerance / UQT) of [ ]% or decrease

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(Downward Quantity Tolerance / DQT) of the ACQ within certain thresholds of [ ]%;

d. The LNG supply agreements shall allow an extended delivery window period of [72] hours in order to give some flexibility to manage a short-term decrease in the facility's dispatch;

(c) Dispatch Deviation Payments

If EPGE does not dispatch the Power Plant in accordance with the Annual Dispatch Program or each Quarterly Dispatch Plan, EPGE shall indemnify the Company for the cost incurred by the fuel supplier for volumes in excess of the UQT or below the DQT as a result of EPGE not dispatching the Power Plant in accordance with the Annual Dispatch Program or each Quarterly Dispatch Plan (the "**Dispatch Deviation Payment**").

The Company agrees that the earlier it is notified of a potential difference [between the Annual Dispatch Program or Quarterly Dispatch Plan] and the actual offtake, the greater the ability to reschedule the LNG at a limited cost it will be possible for the Company. The Company undertakes to do all things reasonably necessary to limit the amount of any Dispatch Deviation Payments.]

8. Title to Power Plant and Equipment.

(a) The Power Plant procured by the Company in performing its obligations hereunder shall at all times be and remain, solely and exclusively the property of Company, and no right, title or interest in any of the Power Plant shall pass to EPGE or any third party at any time or under any circumstances under this Agreement. The Power Plant is, and shall at all times remain, personal property of the Company, notwithstanding that the Power Plant and related equipment and supplies or any part thereof may now be, or hereafter become, in any manner affixed or attached to any personal or real property located at the Site or otherwise.

(b) The Parties hereby confirm their intent that this Agreement shall constitute provision of required services only and does not constitute or be characterized as the equipment sale or financing transaction or other business investment or enterprise. The Parties are not anything other than that of power producer and purchaser, and the Parties do not intend in any manner to change or to impact the ownership of the

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Power Plant and related equipment and supplies by the Company.

9. **Defaults**

(a) EPGE shall be in default under this Agreement (an "**EPGE Default**") if any of the following events continues to occur fifteen (15) days after it has received notice of default from the Company to cure such default:

i. The Capacity Charges, the Fuel Charges, take or pay settlement, Test and Commissioning Gas payments, Early Generation Energy payment and Dispatch Deviation Payments, unless disputed, are not paid within forty-five (45) days from the date of the invoice, or

ii. EPGE is in breach of any obligation for which this Agreement does not provide exclusive remedies; provided that: (A) the Company shall first have provided EPGE with written notice of the nature of such breach and of the Company's intention to terminate this Agreement as result of such breach, and (B) EPGE shall have failed within forty-five (45) days after receipt of such notice (or such extended period as is mutually agreed) either (1) to commence to cure such breach and diligently thereafter to pursue such cure, or (2) to provide reasonable evidence that no such breach has occurred, after which the Company shall send EPGE a notice of default.

(b) Upon the occurrence of any EPGE Default, the Company may terminate this Agreement in accordance with Clause 9 of this Agreement and Clause 10 shall apply.

(c) The Company shall be in default under this Agreement (the "**Company's Default**") if any of the following events continues to occur fifteen (15) days after it has received notice of default from EPGE to cure such default:

(i) The Company failing to maintain Net Dependable Capacity or New Net Dependable Capacity more than one (1) month during the "high season", as determined in Annex 5;

(ii) The Company fails to comply with environmental standard pursuant to local or applicable international rules and regulations of environmental and social impact during the Term of this Agreement and such failure continues for more than ninety (90) days;

(iii) The Company fails to arrange the LNG supply in order to meet

the ACQ and such failure continues more than sixty (60] days;

(iv) The Commercial Operation Date fails to occur by the Original Commercial Operation Date and such failure continues for more than ninety (90) days;

(v) The Company fails to acquire the required land area in time pursuant to Clause 3(b)(xxvii) and such failure continues for more than [sixty (60)] days or the Company fails to maintain the required land area for the Term; or

(vi) The Company is in breach of any obligation for which this Agreement does not provide exclusive remedies, provided that: (A) EPGE shall first have provided the Company with written notice of the nature of such breach and of EPGE's intention to terminate this Agreement as result of such breach, and (B) the Company shall have failed within forty-five (45) days after receipt of such notice (or such extended period as is mutually agreed) either (1) to commence to cure such breach and diligently thereafter to pursue such cure, or (2) to provide reasonable evidence that no such breach has occurred, after which EPGE shall send the Company a notice of default.

(d) Upon the occurrence of any the Company's Default, EPGE may terminate this Agreement in accordance with Clause 9 of this Agreement and Clause 10 shall apply.

10. Termination

(a) If this Agreement is terminated before the end of the Term (as extended/renewed hereunder), EPGE shall remain obligated to pay all outstanding payments and the following compensation to the Company based on the following formula:

Termination payment = [R x C x F] + D

Where:

R = number of remaining calendar months before the end of the Term (including the current calendar month and capped at a maximum of [36] months)

C = monthly Capacity Charge payable based on the applicable Guaranteed Electrical Energy

F = a percentage depending on the cause of termination, being:

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Cause of termination	%
EPGE Default, OR Force Majeure other than Political Force Majeure affecting EPGE	100%

D = the Dispatch Deviation Payments payable by EPGE to the Company due to EPGE Default and in accordance with clause 12(d) of the Force Majeure clause.

(b) Such amount shall be paid in a lump sum within ninety (90) business days after the termination of this Agreement.

(c) In case of the termination of this Agreement due to the Company's Default, the Company shall remove or demolish all equipment installed at the Site or at the 230 kV Thaketa Substation within four (4) months after termination of this Agreement at its own cost without demanding any payment from EPGE.

(d) In the event of continuing default, the other party shall provide formal notice of termination, after which, the breaching party shall have ninety (90) days to cure this default before the non-breaching Party may exercise its right to terminate this Agreement.

(e) This Agreement can be terminated if (i) both Parties agreed mutually to terminate it or (ii) if either party is being affected by any Force Majeure event for more than 180 days consecutively ("**Prolonged Force Majeure**").

11. Remaining rights after termination of this Agreement.

All the rights and obligations of the Parties accrued prior to the expiration or termination of this Agreement and the confidentiality and indemnity provisions shall survive the expiration or termination of this Agreement. No other rights and obligations provided herein shall be effective after the expiration or termination of this Agreement.

12. Force Majeure

(a) The term "Force Majeure" means any events which are beyond the reasonable control of either Party or any of the Company's LNG supplier and which, notwithstanding the exercise of due care and diligence, cannot be overcome by either Party or any of the Company's LNG supplier. Force Majeure events include but are not limited to the following circumstances, provided that they meet the criteria set forth

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above:

(i) "Political Force Majeure" which means any act or omission by a governmental authority (except EPGE) which prevents, impedes, restricts or delays one Party or any of the Company's LNG supplier to perform its obligations under this Agreement), riots, strikes, war, invasion, armed conflicts, act of foreign enemy, embargo, revolution, lockouts, industrial disturbance, civil unrest, civil commotion, terrorism, blockades, expropriation, nationalization; and

(ii) earthquakes, fire, floods, storms, water risk, plagues, landslide, cyclone, lightning, explosion and other causes similar to the kind herein enumerated.

(b) If either Party is temporarily rendered unable wholly or partly by Force Majeure to perform its duties or accept the performance by the other Party under this Agreement, it is agreed that the affected Party shall give notice to the other Party within fourteen (14) days after the occurrence of the cause relied upon, giving full particulars in writing of such Force Majeure.

(c) Except provided otherwise in this Agreement, neither Party shall be responsible for any delays, damage or loss caused by Force Majeure. The duties of such Party as are affected by such Force Majeure, however, the occurrence of Force Majeure shall not be an excuse of EPGE's delay for payment of any amount due.

(d) EPGE undertake to pay the Company Dispatch Deviation Payments for the period of the continuance of the disability caused by Force Majeure effecting to EPGE.

(e) The Party affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its performance of the Agreement.

(f) The Term shall be equitably adjusted in order to reflect the duration of the said Force Majeure event.

(g) In case this agreement is terminated due to the prolonged Political Force Majeure, the compensation shall be the same with termination due to EPGE Default.

13. Excusable Delay

The Company shall not have any liability to EPGE or shall not be considered to be in breach of any of its obligations under this Agreement for any delay in

the commencement of commercial operation to the extent that such delay (an "**Excusable Delay**") is a direct or indirect result of any of the following:

(a) If this Agreement has not become effective within one hundred and fifty (150) days from the Commencement Date by reason solely attributable to the EPGE;

(b) Any delay in issuing any required permit, license or approval, for which EPGE is responsible, which also include the licenses, permits in clause 3(b)(iv);

(c) EPGE fails to make the Site available on the reasonable date requested by the Company;

(d) An occurrence of a Force Majeure event.

If there is an Excusable Delay, the Original Commercial Operation Date shall be extended for each day of Excusable Delay.

14. Trigger Events

If, after the Bid Submission Date, a change in taxes or regulations affecting the Power Plant (including a change in the application or interpretation of tax or other laws by the authorities) negatively or positively impacts the Company, the Company will send a notice to EPGE and, in case there is no objection to the notice by EPGE within 5 business days, the Capacity Charges, the Fuel Charges and/or the Dispatch Deviation Payments (as applicable) will be adjusted to reflect any increase/decrease in costs or with the intent that the financial position of the Company will not be affected in any material respect.

15. Confidentiality

The Parties to this Agreement shall keep secret and confidential and shall not disclose the terms and conditions of this Agreement or any other confidential, financial or trading information relating to the other Parties during the term of this Agreement and following the expiration or termination hereof to third party except for their respective officers, directors, employees, agents, insurers, business partners, contractors and subcontractors. The aforesaid restrictions shall not be applicable to disclosure (i) as expressly provided in this Agreement; (ii) with the prior consent of the other Party; (iii) for financing purposes of the project, the Power Plant and/or the Company; (iv) for information which are already in the public domain or in the possession of the receiving Party prior to its disclosure; or (v) for information required to be disclosed by any judicial, regulatory or administrative process or by other requirements of any applicable law.

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16. Representations and Warranties

Each Party hereby warrants and represents to the other Party as follows:

(a) It is duly registered in the jurisdiction of its address in the Preamble hereto, validly existing in such jurisdiction and has the power to execute this Agreement.

(b) All of the formalities required by it consistent with its obligations (and subject to the other Party's obligations) for the conclusion and performance of this Agreement are complete and legally effective.

(c) There is no judgment, ruling, verdict or administrative action from any court, arbitral tribunal, administrative intervention agency that substantially affects its performance of this Agreement when it is executed.

(d) The internal authorization required by it to execute this Agreement has been completely obtained; the persons signing this Agreement are its legal or authorized representatives. This Agreement shall be legally binding upon it after becoming effective.

17. Amendments

This Agreement shall not be amended, save with the written consent of both the Parties.

18. Transfer of Obligations

No Party shall assign or transfer rights and obligations, wholly or partially, without the written consent of the other Party. If the transferor can prove that the proposed transferee has sufficient financial and technical capabilities to perform the rights and obligations under this Agreement, the non-transferring party shall not withhold or delay the provision of its consent to such transfer.

EPGE hereby gives its consent for the Company to assign and create security over its receivables or any other rights under this Agreement or any of its assets (including the Power Plant) to any financial institution that is providing financing to the Company and/or its affiliates with written approval of EPGE and/or relevant authority, which approval shall not be unreasonably withheld.

19. Mutual Agreement

This Agreement is made and executed in English language only. Each Party

retains one executed original counterpart both of which shall be deemed to be originals of this Agreement and shall be deemed as being one and the same.

This Agreement is for the benefit of the Parties herein and shall be binding on the successors and representatives of the Parties herein. This Agreement shall not be presumed to give rise to any responsibilities to third parties.

20. Indemnification.

Subject to the limitations set forth elsewhere in this Agreement, each Party shall indemnify and hold harmless the other Party from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses or disbursements (including all reasonable legal fees and expenses, but excluding any incidental, consequential or punitive damage) of any kind and nature whatsoever that may at any time or times be actually imposed on, incurred by, or asserted against any of them (whether or not also indemnified against by any other person) ("**Losses**") as a result of:

(a) any breach by a Party of its obligations under this Agreement;

(b) any breach by a Party of its representations and warranties under this Agreement; or

(c) claims of any kind (including claims based on personal injury or property damages) asserted against a Party by any third parties arising from any act or omission of the other Party.

Notwithstanding the foregoing, the other Party shall use its commercially reasonable efforts to mitigate any and all of its Losses arising out of or resulting from such breach, act or omission.

Without prejudice to any penalties payable under this Agreement by the either EPGE or the Company, either Party shall not be liable for any consequential or indirect damages.

21. Waiver of Immunity

To the extent that either Party may, in any jurisdiction, claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process now and in the future, such Party agrees not to claim, and hereby waives, such immunity to the fullest extent permitted by the laws of that jurisdiction, intending in particular, but without limiting the generality of the foregoing, that this waiver shall apply in any proceedings occurring out of or in connection to this Agreement, in Myanmar or in any other jurisdictions.

22. Dispute Resolution

Any dispute arising from this Agreement shall be resolved amicably through negotiation between the Parties. If resolution cannot be obtained in such manner, within sixty (60) days after the aggrieved party has notified the other party of the dispute, then resolution shall be sought through final and binding arbitration at Singapore International Arbitration Center in accordance with the rules of United Nations Commission on International Trade Law ("UNCITRAL"). The seat of arbitration shall be [Singapore]. The language of arbitration shall be English. Costs of arbitration shall be borne by the losing Party.

23. Guaranteed Technical Parameters of the Power Plant

The Guaranteed Technical Parameters for the Power Plant are provided at Annex-8.

24. Renegotiation

In the event that any situation or condition arises due to circumstances not envisaged in this Agreement and warrants amendments to this Agreement, the Parties shall re-negotiate and make the necessary amendments.

25. Insurance Required

The Company must obtain and maintain in effect, at a minimum, insurance policies and coverage of this Agreement, and as otherwise required in accordance with applicable law, and regulations provided that such insurance are available to be obtained on commercially reasonable terms in Myanmar.

If the Company fails to obtain and maintain any required insurances, EPGE may purchase the relevant Insurance at the Company's expense. EPGE may make any payments or recover any amounts expended or incurred by it in this respect by drawing on the Performance Bank Guarantee and, if the amount available to be drawn under the Performance Bank Guarantee is not sufficient to fully reimburse or compensate EPGE, by making an appropriate adjustment to the Capacity Charge during the immediately following billing periods until the full amount has been recovered.

26. Miscellaneous

EPGE confirms that this Agreement has been prepared and finalized in accordance with the comments of the Ministry of Planning and Finance, the

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Ministry of Commerce, the Union Attorney General's Office and the Central bank of Myanmar and signed with the permission of the Cabinet of the Government of the Republic of the Union of Myanmar.

27. Annexes

The Annexes attached to this Agreement are hereby made an integral part of this Agreement.

The Annexes are:

- Annex 1 The Site
- Annex 2 LNG Specifications
- Annex 3 Dispatch Procedures
- Annex 4 Technical Specifications
- Annex 5 Payments and Tariffs
- Annex 6 Construction Works and Operation
- Annex 7 Company's Designated Bank Account
- Annex 8 Guaranteed Technical Parameters for Power Plant
- Annex 9 Capability Comply with Regulation of Health and Safety
- Annex 10 Invoice format
- Annex 11 Form of Performance Bank Guarantee

28. Notices

(a) Any notice or other communication in connection with this Agreement or with any arbitration under this Agreement shall be in writing in English (a "**Notice**") and shall be sufficiently given or served if delivered or sent:

<u>In the case of Electric Power Generation Enterprise to:</u>

Address	:	Building No.27, Naypyitaw, Myanmar
Email	:	[ ]
Facsimile	:	+95 67810 4292
Facsimile	:	+95 678104290
Attention	:	U Than Naing Oo Managing Director
Copy to	:	U Soe Win Chief Engineer, Thermal Power Department

<u>In the case of the Company to:</u>

Address	:	[ ]
Email	:	[ ]

Facsimile	:	
Attention	:	[ ]
With a copy to:		
Position	:	[ ]
Name	:	[ ]
Email	:	[ ]
Office	:	[ ]

Or (in either case) to such other address or fax number or email address as the relevant party may have notified to the other in writing in accordance with this clause.

(b) Any Notice may be delivered by hand or sent by fax. Without prejudice to the foregoing, any Notice shall conclusively be deemed to have been received the next business day, if sent by fax, or at the time of delivery, if delivered by hand or at the time of transmission. Email shall be used as information only.

29. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Union of Myanmar.

[*Remainder of page intentionally left blank; Signatures on following pages*]

In Witness Whereof, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

For and on behalf of EPGE U Than Naing Oo Managing Director	For and on behalf of the Company
Witnesses	
Daw Aye Aye Mon General Manager Finance Department	
U Soe Win Chief Engineer Thermal Power Department	

Annex 1
The Site



–

NW

Annex 2
LNG Specifications

LNG Composition

Annex 3
Dispatch Procedures

1. The Company acting through Company Personnel shall declare daily capacity available for dispatch twenty (24) hours ahead of the dispatch period ("**Declared Capacity**").
2. The Company acting through the Company's Personnel shall maintain a dispatch log detailing declared availability and nominated power production.
3. EPGE will dispatch the Power Plant in accordance with the Annual Dispatch Program and the Quarterly Dispatch Plan.
4. Notwithstanding the above, EPGE may dispatch the Power Plant at levels above those set out in the Annual Dispatch Program and the Quarterly Dispatch Plan, provided that it remains within the Declared Capacity of the Power Plant and within the LNG available at the Power Plant.
5. The Company shall not be liable for its inability to comply with a dispatch instructions to the extent that it is due to an outage (an "**Excusable Outage**") outside of the Company's control including a direct or indirect result of any of the following:
   - Any plant outage caused by trips on the national grid due to specifications outside the agreed operating parameters as specified in Annex 6:
   - Failure of any EPGE equipment required to accept the power from the Company;
   - A Force Majeure event.
6. Communications between the Company and EPGE shall take place by phone, email and/or written correspondence.
7. Prior to the Original Commercial Operation Date, the Parties shall agree on communications metering (electrical) and protection settings procedures. Unless the Parties agree otherwise EPGE meter shall be used for billing purposes.

Annex 4
Technical Specifications

Tharketa 400 MW Project Master Time Schedule

Task Name	Duration	Start	Finish
Est. Total Duration	**210 Days**	**2019/9/7**	**2020/4/3**
Design Work	**30**	**2019/9/7**	**2019/10/6**
Plant yard system design	7	2019/9/7	2019/9/13
Substation yard design	7	2019/9/14	2019/9/20
Transmission Line design	7	2019/9/21	2019/9/27
LNG and Regasification fuel system design	9	2019/9/28	2019/10/6
Gas Pipeline design to GRS	9	2019/9/28	2019/10/6
Main Equipments/Material production and procurement	**90**	**2019/9/7**	**2019/12/5**
Gensets	90	2019/9/7	2019/12/5
Transformers	83	2019/9/13	2019/12/4
Switchgears	80	2019/9/13	2019/12/1
LNG and Regasification Equipment	60	2019/10/6	2019/12/4
Power Cables	90	2019/9/7	2019/12/5
Other material	90	2019/9/7	2019/12/5
Civil Work Construction	**70**	**2019/10/7**	**2019/12/15**
Plant yard area civil work	70	2019/10/7	2019/12/15
Substation yard civil work	30	2019/11/6	2019/12/5
Transmission Line Tower civil work	20	2019/11/6	2019/11/25
LNG and Regasification yard civil work	25	2019/11/6	2019/11/30
Transportation and Logistic	**45**	**2019/11/5**	**2019/12/19**
Gensets, Transformers and all other equipment and material	35	2019/11/5	2019/12/9
Port customs clearance	7	2019/12/10	2019/12/16
Shipment arrives at site	3	2019/12/17	2019/12/19
Power Plant M&E Installation	**65**	**2019/12/16**	**2020/2/18**
Plant yard Equipment M/E installation	65	2019/12/16	2020/2/18
Substation yard Equipment M/E installation	15	2020/1/15	2020/1/29
Transmission Line and Tower installation	7	2020/1/15	2020/1/21
Gas Pipeline installation	20	2020/1/15	2020/2/3
LNG and Regasification yard Euqipment installation	35	2020/1/15	2020/2/18
Trial testing and pre-commissioning	**45**	**2020/2/19**	**2020/4/3**
LNG and Regasification System testing	7	2020/2/19	2020/2/25
Genset and System testing	30	2020/2/26	2020/3/26
Genset on load test and mapping	5	2020/3/27	2020/3/31
Trial running&commence operation	3	2020/4/1	2020/4/3
Target Commercial Operation Date(COD)		**2020/4/3**	**2020/4/3**

VPOWER GROUP

ORIGINAL

Ref : VP- 20190726 (G02)

Private & Confidential **July 26, 2019**

EXH5-12 Drawing List

Item	Drawing List
1	01_Tharketa 400MW Gas Power Plant Plan Layout R0
2	02_Tharketa 400MW Gas Power Plant Plan Layout on Google Map R0
3	03_Tharketa 400MW Gas Power Plant Plan Gas pipe Line Route Layout on Google Map R0
4	04_Tharketa 400MW 230kV Substation Installation R0
5	05_Tharketa 400MW Rental Power Generation Plant _FSLD R0
6	06_Tharketa 400MW Rental Power Generation Plant_ESLD R0
7	07_Tharketa 400MW Rental Power Generation Plant_HESLD R0
8	08_Tharketa 400MW 33-230kV Step-up Transformer Layout R0
9	09_Tharketa 400MW _20FT_Genset_Layout R0
10	10_Tharketa 400MW _3600KVA_TFRM_Layout R0
11	11_Tharketa 400MW _0.4_33KV_TM_SingleLine R0
12	12_Tharketa 400MW _Gas regulating station layout R0
13	13_Tharketa 400MW _ Gas Regulator PID R0
14	14_Tharketa 400MW_MV_Panel_Layout R0
15	15_Tharketa 400MW Gas Power Plant Plan Layout R0
17	17_Tharketa 400MW _11_230KV_TM_SingleLine R0
18	18_Tharketa 400MW _Stepdown_Transformer_Layout R0
19	19_Tharketa 400MW _LV_Distribution_Panel R0
20	20_Tharketa 400MW _Grounding_Panel_Layout R0
21	21_Tharketa 400MW _AntiLightning_Column_Foundation R0
22	22_Tharketa 400MW _Control_Room_Layout R0
23	23_Tharketa 400MW _SCADA_Topology R0

ORIGINAL

DATA SHEET

POWER TRANSFORMER

CUSTOMER:

1 - FEATURES		**33kV/230kV**			
- MODEL	-	56000kVA,33/230kV			
- RATED POWER	kVA	56000			
- TYPE	-	MINERAL OIL			
- SERVICE	-	CONTINUOUS			
- COOLING	-	ONAN			
- NUMBER OF PHASES	-	1			
- RATED FREQUENCY	Hz	50			
- HV INSULATION LEVEL	kV	LI950AC395			
- LV INSULATION LEVEL	kV	LI170AC70			
- HV ATMOSPHERIC IMPULSE	kV	1045			
- LV ATMOSPHERIC IMPULSE	kV	187			
- ALTITUDE	m	1000			
- WINDING INSULATING TEMP. CLASS	-	A			
- WINDING TEMPERATURE RISE	°C	105			
- AMBIENT TEMP.	°C	-10~50			
- HV RATED VOLTAGE	kV	230			
- HV WINDING CONNECTIONS	-	AIR-OIL BUSHNG			
- LV RATED VOLTAGE	kV	33			
- LV WINDING CONNECTIONS	-	AIR-OIL BUSHNG			
- CONNECTION DESIGNATION	-	SINGLE PHASE: Ii0i0 ; 3 PHASE: YNd11			
- TYPE OF TAP CHANGER	-	OLTC			
- TAP CHANGER NUMBERS OF POSITION	-	17			
- TAP CHANGER VOLTAGE STEP	%	±8x1.65			
- FUSE SIZE	A	/			
- LOAD BREAK SWITCH	-	/			
2 - GUARANTEED DATA		**Base:50000kVA - 33/230 kV**			
- NO-LOAD LOSSES	W	43000			
- ON-LOAD LOSSES	W	189000			
- TOTAL LOSSES	W	232000			
- EXCITATION CURRENT	%	/			
- SHORT CIRCUIT IMPEDANCE Z (REF. TEMP. 75°C)	%	12-14%			
3 - EFFICIENCY / REGULATION		**cos Φ 1.0**	**cos Φ 0.8**		
- EFFICIENCY	FC 25%	99.63	99.43		
	FC 50%	99.64	99.50		
	FC 75%	99.60	99.47		
	FC 100%	99.54	99.38		
- REGULATION:					
4 - CONSTRUCTIVE DATA					
- CONSTRUCTIVE DESIGN		HERMETICALLY SEALED			
- LOCATION OF BUSHINGS HV / LV		COVER / COVER			
- INDOOR / OUTDOOR		OUTDOOR			
- PAINT FINISH		GRAY			
- DIMENSION (L X W X H)	mm	6500x6000x7500			
- WEIGHT (BODY)	KG	40000			
- WEIGHT (WITH OIL , INCLUDED OIL TANK CAP.)	KG	85000			
- OIL CAPACITY (BODY)	LITRES	10500			
- OIL CAPACITY (OIL TANK)	LITRES	26000			
5 - REFERENCE DOCUMENTS					
- STANDARDS		IEC 60076 IEC726 DIN42523			
6 - NOTES					

Design:		**REVISION:**	0	**REV. DATE:**		**CALCULATION BASIS:**
Check and Approval:		**STATEMENT OF LAST REVIEW**				-
Date:		FIRST ISSUE WITH PRELIMINARY INFORMATION OF				

ORIGINAL

pearl ELECTRIC	DATA SHEET	CUSTOMER:
	POWER TRANSFORMER	VPOWER GROUP

1 - FEATURES		11/230kV
- MODEL	-	35000kVA,11/230kV
- RATED POWER	kVA	35000
- TYPE	-	Oil-Immersed
- SERVICE	-	CONTINUOUS
- COOLING	-	ONAN
- NUMBER OF PHASES	-	3
- RATED FREQUENCY	Hz	50
- HV INSULATION LEVEL	kV	LI950AC395
- LV INSULATION LEVEL	kV	LI75AC28
- HV ATMOSPHERIC IMPULSE	kV	1045
- LV ATMOSPHERIC IMPULSE	kV	83
- ALTITUDE	m	1000
- WINDING INSULATING TEMP. CLASS	-	A
- WINDING TEMPERATURE RISE	°C	105
- AMBIENT TEMP.	°C	-10~50
- HV RATED VOLTAGE	kV	230
- HV WINDING CONNECTIONS	-	AIR-OIL BUSHNG
- LV RATED VOLTAGE	kV	11
- LV WINDING CONNECTIONS	-	AIR-OIL BUSHNG
- CONNECTION DESIGNATION	-	YNd11
- TYPE OF TAP CHANGER	-	OLTC
- TAP CHANGER NUMBERS OF POSITION	-	17
- TAP CHANGER VOLTAGE STEP	%	±8x1.25
- FUSE SIZE	A	/
- LOAD BREAK SWITCH	-	/
2 - GUARANTEED DATA		Base: 35000kVA - 11/230 kV
- NO-LOAD LOSSES	W	33000
- ON-LOAD LOSSES	W	142000
- TOTAL LOSSES	W	175000
- EXCITATION CURRENT	%	/
- SHORT CIRCUIT IMPEDANCE Z (REF. TEMP. 75°C)	%	12-14%

3 - EFFICIENCY / REGULATION		cos Φ 1.0	cos Φ 0.8		
- EFFICIENCY	FC 25%	99.60	99.39		
	FC 50%	99.60	99.51		
	FC 75%	99.57	99.46		
	FC 100%	99.50	99.38		
- REGULATION:					

4 - CONSTRUCTIVE DATA		
- CONSTRUCTIVE DESIGN		HERMETICALLY SEALED
- LOCATION OF BUSHINGS HV / LV		COVER / COVER
- INDOOR / OUTDOOR		OUTDOOR
- PAINT FINISH		GRAY
- DIMENSION (L X W X H)	mm	7300x5300x7000
- WEIGHT (BODY)	KG	35000
- WEIGHT (WITH OIL , INCLUDED OIL TANK CAP.)	KG	68000
- OIL CAPACITY (BODY)	LITRES	5600
- OIL CAPACITY (OIL TANK)	LITRES	20000
5 - REFERENCE DOCUMENTS		
- STANDARDS		IEC 60076 IEC726 DIN42523
6 - NOTES		

Design:		REVISION:	0	REV. DATE:		CALCULATION BASIS:
Check and Approval:		STATEMENT OF LAST REVIEW				-
Date:		FIRST ISSUE WITH PRELIMINARY INFORMATION OF				

ORIGINAL

pearl ELECTRIC	DATA SHEET	CUSTOMER:
	POWER TRANSFORMER	VPOWER GROUP

1 - FEATURES		**33kV**
- MODEL	-	S11-M-3600/33/0.4
- RATED POWER	kVA	3600
- TYPE	-	MINERAL OIL
- SERVICE	-	CONTINUOUS
- COOLING	-	ONAN
- NUMBER OF PHASES	-	3
- RATED FREQUENCY	Hz	50
- HV INSULATION LEVEL	kV	LI200AC85
- LV INSULATION LEVEL	kV	AC 5
- HV ATMOSPHERIC IMPULSE	kV	220
- LV ATMOSPHERIC IMPULSE	kV	/
- ALTITUDE	m	1000
- WINDING INSULATING TEMP. CLASS	-	A
- WINDING TEMPERATURE RISE	°C	105
- AMBIENT TEMP.	°C	-10~50
- HV RATED VOLTAGE	kV	33
- HV WINDING CONNECTIONS	-	AIR-OIL BUSHING
- LV RATED VOLTAGE	kV	0.4
- LV WINDING CONNECTIONS	-	AIR-OIL BUSHING
- CONNECTION DESIGNATION	-	YNd5
- TYPE OF TAP CHANGER	-	NO LOAD
- TAP CHANGER NUMBERS OF POSITION	-	5
- TAP CHANGER VOLTAGE STEP	%	±2x2.5
- FUSE SIZE	A	100
- LOAD BREAK SWITCH	-	630 A
2 - GUARANTEED DATA		**Base: 3600kVA - 33/0.4 kV**
- NO-LOAD LOSSES	W	5360
- ON-LOAD LOSSES	W	13720
- TOTAL LOSSES	W	19080
- EXCITATION CURRENT	%	/
- SHORT CIRCUIT IMPEDANCE Z (REF. TEMP. 75°C)	%	4.5-7%

3 - EFFICIENCY / REGULATION		**cos Φ 1.0**	**cos Φ 0.8**		
- EFFICIENCY	FC 25%	99.31	99.14		
	FC 50%	99.51	99.39		
	FC 75%	99.52	99.40		
	FC 100%	99.47	99.34		
- REGULATION:					

4 - CONSTRUCTIVE DATA		
- CONSTRUCTIVE DESIGN		HERMETICALLY SEALED
- LOCATION OF BUSHINGS HV / LV		COVER / COVER
- INDOOR / OUTDOOR		OUTDOOR
- PAINT FINISH		GRAY
- DIMENSION (L X W X H)	mm	4400x2160x2320
- WEIGHT (BODY)	KG	6800
- WEIGHT (WITH OIL , INCLUDED OIL TANK CAP.)	KG	12800
- OIL CAPACITY (BODY)	LITRES	1060
- OIL CAPACITY (OIL TANK)	LITRES	2840
5 - REFERENCE DOCUMENTS		
- STANDARDS		IEC 60076 IEC726 DIN42523
6 - NOTES		

Design:	陈志辉	REVISION:	0	REV. DATE:		CALCULATION BASIS:
Check and Approval:	陈金波	STATEMENT OF LAST REVIEW				-
Date:	15/08/17	FIRST ISSUE WITH PRELIMINARY INFORMATION OF EFFICIENCY, SUBJECT TO CHANGES AFTER FINAL DESIGN.				

Technical data: **B35:40 V20AG2**
Fuel type: **NATURAL GAS**
Application: **Stationary power plant**
Site conditions: **100 m /35°C**

Rolls-Royce

ORIGINAL

Engine data:

Number of cylinders	-	20
Cylinder bore	mm	350
Piston stroke	mm	400
Rated site power, engine	kW	9620
Rated power (ISO), engine	kW	9620
Rated active power, generator	kW	9405
Generator efficiency	-	0,978
Rated output, electric with COS(phi) = 0,9	kVA	10452
Mean effective site pressure	bar	20
Mean effective pressure (ISO)	bar	20
Rated speed	RPM	750
Mean piston speed	m/s	10
Displacement	l	769

Gas data:

Specific energy consumption	kJ/kWh	7315
Gas consumption at MCR	m^3n/h	1955
Gas consumption at MCR	kg/h	1565
Minimum gas feed at MCR:		
-at engine inlet	barg	4,2
-to press. control module	barg	4,5

Start air data:

Start air pressure, max./min.	barg	30/15
Air consumption per. start	m^3n	18
No of starts, 2500l receiver	-	3

Lubrication data:

Lubrication oil	-	SAE 40
Main pump capacity	m^3/h	124
Priming pump capacity	m^3/h	20
Lub. oil pressure		
-normal	barg	4-5
-alarm, pressure low	barg	2,5
-shut-down, pressure low	barg	1,7
Lub. oil temp engine inlet		
-normal	°C	65
-Derating 15%/30%, temp high	°C	67/69
-normal stop/shut-down	°C	71/73
Spec. lub. oil consumption	g/kWh	0,4
Lub. oil consumption	kg/h	3,8
Crankcase, lub. oil volume		
-high level	l	5210
-low level	l	4130
Rocker arm system		
-normal pressure	barg	1
-alarm, pressure low	barg	0.5

Cooling water data:

Two-stage charge air cooler:		
-Low temp. stage:		
-temp. at inlet, max	°C	45
-water flowrate, normal	m^3/h	120
-water flowrate, max	m^3/h	180
-High temp. stage:		
-water flowrate, normal	m^3/h	180
Jacket water system:		
-pump capacity	m^3/h	180
-normal stop/shut-down	barg	2.0
-water quantity, engine block	l	1190
-Temp. at engine outlet		
-normal	°C	90
-alarm, temp. high	°C	95
-shut-down, temp. high	°C	97
-temp. rise in engine, max	°C	6,5
-incl. high temp. ca-cooler	°C	14
-Expansion tank:		
-volum, single-engined	l	300
-volum, multi-engined	l	500
-height above engine	m	3-10

Air data:

Turbocharger type	ABB	TPL65VA33 VTG
Charge air cooler type	-	RR20V3540B
Air consumption	m^3n/h	40100
Air consumption	kg/h	51900
Charge air pressure	barg	3,2
Charge air temperature:		
-normal	°C	55
-derating 15%/30%, temp high	°C	58/60
-normal stop/shutdown	°C	62/64
Air press, in engine room, min	mmWG	5

Exhaust data:

Mass flow	kg/h	53400
Volume flow, after turbin	m^3/h	99300
Temp, after cylinder	°C	505
Temp, after turbine	°C	375
Back pressure, max	mmWG	400
Emission at MCR		
NOx - emission at 5% O2	mg/m^3n	500
CO - emission at 5% O2	mg/m^3n	750
NMHC - emission at 5% O2	mg/m^3n	225

Heat dissipation:

Lubrication data:		
Lub. oil .cooler	kW	1095
Cooling water data:		
Low temp. stage	kW	570
High temp. stage	kW	1570
Jacket water cooler:		
-Heat dissipation, engine	kW	1350
-incl. high temp. ca-cooler	kW	2920
Ventilation data:		
Radiation engine	kW	610
Radiation generator (IP23)	kW	280

Engine power definition is according to ISO 3046-1 and ISO 8528-1
However the engine ratings are valid for the following reference conditions:

Air inlet temperature	max. + 35 °C
Air inlet temperature	min. + 5°C
Heat dissipation.	+ 25°C
Charge air low temp. cooling water inlet temp.	max. +45°C
Site altitude above sea level	max. 100 m
Relative humidity	60%

Charge air cooler heat dissipation will vary with water flowrate and inlet temp., these data to be calc. after receipt of final process data

Specific energy consumption is according to ISO 3046-1 and is given at full load(MCR), running on NATURAL GAS with a lower heating value of 36.0 MJ/m^3n and two engine-driven pumps.
Methane no. min 80 , according to AVL calculation

Spec. lub. oil consumption is for guidance only

NOTE! Due to continuous development, some data may change

AEO - 24.01.2013

ORIGINAL

Technical Data Sheet

93800050151_V06_en_GB

MTU 16V4000 GS

GG16V4000A1

mtu onsite energy

Parameter	Unit			
Voltage / Frequency	V / Hz	400	/	50
Cooling water temperature (in / out)	°C		78 / 90	
NOx emissions (dry, 5 % O_2)	mg/m³ i.N.		< 500	
Mixture cooler 1st stage water temperature (in)	°C			
Mixture cooler 2nd stage water temperature (in)	°C		53	
Exhaust gas temperature	°C		434	
Catalytic converter			not included	
Special equipment				
Altitude above sea level	m / mbar	100	/	1000
Combustion air temperature	°C		35	
Relative combustion air humidity	%		60	
Standard specifications and regulations				
Energy balance	%	100	75	50
Electrical Power [2) 3)]	kW	1562	1172	781
Energy input [4) 5)]	kW	3651	2812	1998
Thermal output total [6)]	kW	863	650	467
Thermal output engine (block, lube oil, 1st stage mixture cooler) [6)]	kW	863	650	467
Thermal output mixture cooler 1st stage [6)]	kW			
Thermal output mixture cooler 2nd stage [6)]	kW	76	52	33
Exhaust heat (120 °C) [6)]	kW	(805)	(663)	(504)
Engine power ISO 3046-1 [2)]	kW	1600	1203	807
Generator efficiency at power factor = 1	%	97.6	97.4	96.8
Electrical efficiency [4)]	%	42.8	41.7	39.1
Total efficiency	%	88.5	88.4	87.7
Power consumption [7)]	kW			
Combustion air / Exhaust gas				
Combustion air volume flow [1)]	m³ i.N./h	6270	4700	3194
Combustion air mass flow	kg/h	8097	6069	4125
Exhaust gas volume flow, wet [1)]	m³ i.N./h	6470	4856	3325
Exhaust gas volume flow, dry [1)]	m³ i.N./h	5991	4485	3064
Exhaust gas mass flow, wet	kg/h	8364	6276	4299
Exhaust temperature after turbocharger	°C	434	463	499
Reference fuel [8)]				
Natural gas			CH_4 >95 Vol.%	
Sewage gas			not applicable	
Biogas			not applicable	
Landfill gas			not applicable	
Fuel requirements [8)]				
Minimum methane number	MZ		80	
Range of heating value: design / operation range without power derating	kWh/m³ i.N.		10.0 - 10.5 / 8.0 - 11.0	
Exhaust gas emissions [8) 9)]				
NOx, stated as NO_2 (dry, 5 % O_2)	mg/m³ i.N.	< 500		
CO (dry, 5 % O_2)	mg/m³ i.N.	< 1000		
HCHO (dry, 5 % O_2)	mg/m³ i.N.			
VOC (dry, 5 % O_2)	mg/m³ i.N.			
Otto-gas engine, lean burn operation with turbocharging				
Number of cylinders / configuration		16	/	V
Engine type			16V4000L32FN	
Engine speed	1/min		1500	
Bore	mm		170.0	
Stroke	mm		210.0	
Displacement	dm³		78.3	
Mean piston speed	m/s		10.5	
Compression ratio			12.1	
BMEP at nominal engine speed min-1	bar	16.8		
Lube oil consumption [10)]	dm³/h	0.36		
Exhaust back pressure min. - max. after module	mbar - mbar		30 - 60	
Generator				
Rating power (temperature rise class F) [11)]	kVA		2150	
Insulation class / temperature rise class			H / F	
Winding pitch			2/3	
Protection			IP 23	
Max. allowable p.f. inductive (overexcited) / capacitive (underexcited) [12)]			0.8 / 1.0	
Voltage tolerance / frequency tolerance	%		± 5 / ± 5	
Engine cooling water system				
Coolant temperature (in / out), design	°C	78 / 90		
Coolant flow rate, constant [13) 14)]	m³/h	67.0		
Pressure drop, design [14)] / Cv value [13) 15)]	bar / m³/h	2.51	/	43.0
Max. operation pressure (coolant before engine)	bar		6.0	
Exhaust gas heat exchanger (EGHE)				
Exhaust gas temperature (out)	°C			
Coolant temperature (in / out), design	°C			
Coolant volumetric flow, constant [13) 14)]	m³/h			
Pressure drop, design [14)] / Cv value [13) 15)]	kPa / m³/h		/	
Min. coolant flow rate / min. operation gauge pressure	m³/h / bar		/	
Max. operation pressure (coolant water)	bar			

ORIGINAL

Technical Data Sheet		MTU 16V4000 GS					
93800050151_V06_en_GB		GG16V4000A1					
Mixture cooler 1st stage, external							
Coolant temperature (in / out), design		°C					
Coolant volumetric flow, design, constant [13] [14]		m³/h					
Pressure drop, design [14]	Cv value [13] [15]	bar / m³/h			/		
Min. coolant flow rate / min. operation gauge pressure		m³/h / bar			/		
Max. operation pressure before mixture cooler		bar					
Mixture cooler 2nd stage, external							
Coolant temperature (in / out), design		°C	53 / 55.5				
Coolant volumetric flow, design, constant [13] [14]		m³/h	28.9				
Pressure drop, design [14]	Cv value [13] [15]	bar / m³/h	0.38		/		49.3
Max. operation pressure before mixture cooler		bar			6		
Heating circuit interface							
Engine coolant temperature (in / out), design		°C					
Heating water temperature (in / out), design		°C					
Heating water flow rate, design [14] [16]		m³/h					
Pressure drop, design [14]	Cv value [15] [16]	bar / m³/h			/		
Max. operation gauge pressure (heating water)		bar					
Room ventilation							
Genset ventilation heat [17]		kW			83		
Inlet air temperature: (min./design/max.)		°C			30 / 35 / 40		
Min. engine room temperature [18]		°C			15		
Max. temperature difference ventilation air (in / out)		K			20		
Min. supply air volume flow rate (combustion + ventilation) [19]		m³ i.N./h			18000		
Gearbox		%	100		75		50
Efficiency		%	-		-		-
Starter battery							
Nominal voltage / power / capacity required		V / kW / Ah			24 / 2 x 9 / –		
Filling quantities							
Lube oil for engine		dm³			250		
Coolant in engine		dm³			270		
Coolant in mixture cooler		dm³			22		
Heating water for plate heat exchanger [20]		dm³					
Lube oil for gearbox		dm³					
Gas regulation line							
Nominal size / gas pressure min. - max.		DN / mbar - mbar	80		/		180 - 250
Engine sound level [21] (1 meter distance, free field) +3 dB(A) for total A-weighted level tolerance							
Frequency		Hz	63	125		250	500
Sound pressure level		dB	78.3	86.3		89.0	91.5
Frequency		Hz	1000	2000		4000	8000
Sound pressure level		dB	92.1	90.8		99.4	91.7
		Lin dB	102.0				
Sum of pressure levels		dB A	101.5				
Sound power level		dB	121.6				
Undampened exhaust noise [21] (1 meter distance to outlet within 90°, free field) +3 dB(A) for total A-weighted level tolerance							
Frequency		Hz	63	125		250	500
Sound pressure level		dB	116.9	118.4		108.6	102.9
Frequency		Hz	1000	2000		4000	8000
Sound pressure level		dB	97.3	95.1		91.9	76.1
		Lin dB	121.1				
Sum of pressure levels		dB A	105.5				
Sound power level		dB	118.7				
Dimensions (aggregate)							
Length		mm			~ 5500		
Width		mm			~ 2000		
Height		mm			~ 2300		
Gross weight (dry weight)		kg			~ 15500 (~ 15000)		
Power derating							
Altitude					specific to the project		
Combustion air temperature					specific to the project		
Mixture cooler coolant temperature (in)					specific to the project		
Methane number					specific to the project		
Boundary conditions and consumables							
Systems and consumables have to conform to the following actual company standards:					A001067		

1) Normal cubic meter at 1013 mbar and T = 273 K
2) Prime power operation will be designed specific to the project
3) Generator gross power at nominal voltage, power factor = 1 and nominal frequency
4) According to ISO 3046 (+ 5 % tolerance), using reference fuel used at nominal voltage, power factor = 1 and nominal frequency
5) Emission values during grid parallel operation
6) Thermal output at layout temperature; tolerance +/- 8 %
7) Power consumption of all electrical consumers which are mounted at the module / genset
8) Deviations from the layout parameters respectively the reference fuel can have influence on the obtained efficiency and exhaust emissions
9) Functional capability
10) Reference value at nominal load (without amount of oil exchange)
11) Genset max. 1000 m height of location and max. 40 °C intake air temperature; else power derating
12) Max. allowable cos phi at nominal power (view of producer)
13) Stated values for cooling fluid composition 65% water and 35% glycol, adaption for use of other cooling fluid composition necessary
The system design must consider the tolerance.
14) Pressure loss at reference flow rate
15) The Cv value declares the volumetric flow in m³/h at a pressure drop of 1 bar. Min. and max. flow rate limits are defined.
16) Stated values for pure water, adaption for other cooling fluid composition necessary
17) Only generator- and surface losses
18) Frost-free conditions must be guaranteed
19) Amount of ventilation air must be adapted to the gas safety concept
20) Assemblies including pipe work
21) All sound pressure levels at nominal load
22) Max. admissible cos phi depending on voltage in accordance with the requirements of the BDEW Mittelspannungsrichtlinie (German Medium Voltage Directive)

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EXH5-11 Document List

Item	Document List
1	MTU 16V4000GS Technical Data Sheet
2	Rolls Royce Technical Data Sheet
3	0.4/33kV, 3.6MVA Transformer Technical Data Sheet
4	11/230kv, 35MVA Transformer Technical Data Sheet
5	33/230kv, 50MVA Transformer Technical Data Sheet

fire hoses and other necessary equipment.

Lightning Protection System & Grounding Nets

A completed lightning would be set up in the power plant to prevent facility, people and power system be damaged. The lightning protection system shall be bonded to the main electrical grounding system and static grounding system.

Ground nets of the plant will be divided into two grounding groups: system grounding and lightning protection grounding, both ground network independently, with no connection to the network as a whole net. The ground network will ensure both the protection against lightning and against network faults and electrical equipment as well as the functionality of some equipment.

Polar depending on site soil may be, it can be formed in the ground electrode in the ground to a depth of embedded network individually, but also into the earth rod at the ends of the earth, on the ground floor with cabling. Detail design will be carried out according the project process.

Lighting System

VPOWER is responsible for all internal/external lighting provisions in the power station.

Different lighting systems are as follows:

- Normal lighting
- Safety lighting (anti-panic).

A. Normal lighting

Normal lighting shall enable to cover all facilities both inside and outside in order to guarantee the lighting level as required.

Normal lighting shall be fed power by an auxiliary distribution cabinet which is fed power from TGBT and shall be separately controlled by circuit breakers in order to limit fault current.

Power supply between auxiliary distribution cabinet and its boxes would be 230/400 V, 3 PH + N + PE.

Power supply of lightings will be distributed evenly over 3 phases in order to avoid any imbalance of network phases. Stroboscopic effects shall not be allowed during these maneuvers.

B. Safety lighting (Emergency Light)

Emergency lights will be provided all crossing points of all rooms and/or equipped containers, as well as inlets and outlets of office, central control rooms, MV/HV switchgear rooms, handling spans and other strategic locations to enable the displacement of the operation personnel. These units will be completely autonomous and shall operate independently of any external power supply for at least 30 minutes. They shall be equipped with their own batteries and chargers. The switching will be made automatically in the event of network outage.

A number of torches will be provided in order to enable the operation personnel to move or achieve tasks in more dimly lit areas. Under normal conditions, these torches shall be permanently connected to a support acting as charger. The batteries shall therefore always remain charged for being available during power outages.

An electrical circuit would be installed to enable recharging of batteries of safety light blocks and functioning of

EXH5-08 Plant Others System Description

Firefighting & Protection System

Firefighting & protection system includes two aspects: fire prevention and fire-fighting facilities.

Fire Prevention

A full set of equipment provided by the company VPOWER, it has been fully considered and provides fire protection measures, including:

- All equipment are refractory high grade materials, full metal pry-mounted cabinet making,
- In the heated object, and put an end to the use of flammable materials, such as: muffler wrapping material;
- Pry type box uses the same fire-retardant materials insulation materials;
- Cable insulation material used is flame retardant type;
- Leaking fuel area is equipped with an isolation trench, etc;
- Power plant equipment layout arrangement when the passage of fire engines, fire spacing, safe exit,
- Daily attention to keep them open traffic channels, timely removed obstacles, such as: replacement under three filters, wooden boxes, barrels of oil and other debris;
- Staff 24 hours day and night shifts, regular inspection of equipment Plant and surrounding environment;
- CCTV installation environment environmental monitoring network, uninterrupted duty to monitor the situation around the perimeter and in the monitoring center station equipment;
- Register at the local fire department fire rating, maintaining daily communication to ensure 24 hours uninterrupted communication links, in case of emergency can be the local fire department for assistance.

Firefighting Facility

According to regulatory requirements, while nearby power plant flow through, plan to install water-rich position fire hose equipped with pumps, fire station will be introduced into the pool water, fire water in the power plant surrounding mining, water supply to the power plant fire protection system installation dedicated fire pump, and fire pipeline laid along the unit skid mounted fire hydrant, fire hydrant boxes, inside equipped with fire water cannon, hose and so full of fire equipment.

Two fire water supply planning, all the way from the power station was built outside the city water network road, another road from the power plant surrounding river water.

Plans to build 30 minutes fire protection water pool

Municipal road network in and around water river water continuously pumped into the fire water, in order to ensure adequate fire water, equipped with special fire pumps, set up with a simple shed in the form of inter-pump, the main function for the rain and sun.

Fire DN100 pipeline using pipes, flanged, pipeline laid along the outer skid-mounted cabinet, according to the power plant environment, each sub-station of the four corners to meet the regulatory requirements for the establishment of a fire hydrant. Install fire hydrant box next to fire hydrants, internal equipped with water cannon,

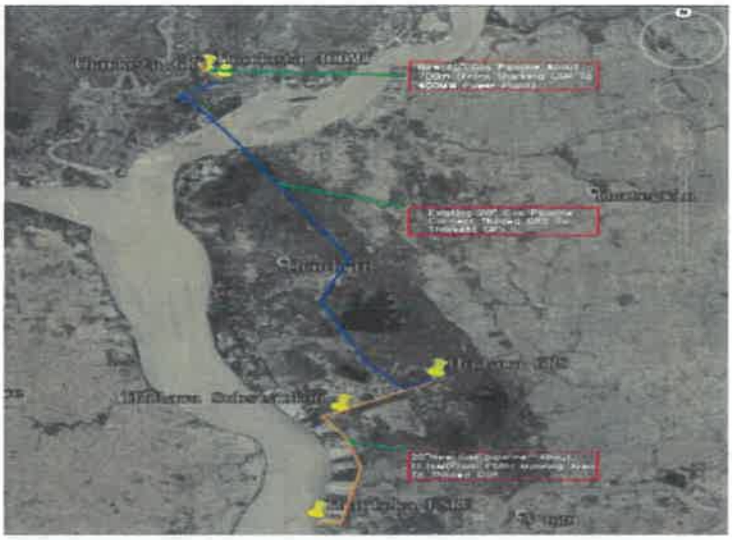
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EXH5-07 Construction Period and Time Schedule

Task Name	Duration	Start	Finish
210天工期表	210 days	Sun 1/9/19	Sun 29/3/20
Preparation	**5 days**	**Sun 1/9/19**	**Thu 5/9/19**
sign LOA	1 day	Sun 1/9/19	Sun 1/9/19
kick off meeting by moee	1 day	Mon 2/9/19	Mon 2/9/19
technical design and confirmation	3 days	Tue 3/9/19	Thu 5/9/19
Qualiation review and contract with subcontractors	**5 days**	**Fri 6/9/19**	**Tue 10/9/19**
issue bill of materials and scale	4 days	Fri 6/9/19	Mon 9/9/19
civil work contract confirmed	1 day	Tue 10/9/19	Tue 10/9/19
m/e work contract confirmed	1 day	Tue 10/9/19	Tue 10/9/19
t/o contract confirmed	1 day	Tue 10/9/19	Tue 10/9/19
Design Work	**5 days**	**Wed 11/9/19**	**Sun 15/9/19**
Plant yard design	2 days	Wed 11/9/19	Thu 12/9/19
Civil system design	3 days	Fri 13/9/19	Sun 15/9/19
Electrical system design	3 days	Fri 13/9/19	Sun 15/9/19
Mechanical system design	3 days	Fri 13/9/19	Sun 15/9/19
Natural gas system design	3 days	Fri 13/9/19	Sun 15/9/19
Firefighting and protecton system design	3 days	Fri 13/9/19	Sun 15/9/19
Lighting system design	3 days	Fri 13/9/19	Sun 15/9/19
Center control system design	3 days	Fri 13/9/19	Sun 15/9/19
Main Equipments/Material production and procurement	**45 days**	**Mon 16/9/19**	**Wed 30/10/19**
Genset- By VPSZ	45 days	Mon 16/9/19	Wed 30/10/19
Genset- By VPSG	45 days	Mon 16/9/19	Wed 30/10/19
Transformer	45 days	Mon 16/9/19	Wed 30/10/19
Pump module and radiator	30 days	Mon 16/9/19	Tue 15/10/19
Gas reducing units	30 days	Mon 16/9/19	Tue 15/10/19
Switchgear	45 days	Mon 16/9/19	Wed 30/10/19
Cable and tray	45 days	Mon 16/9/19	Wed 30/10/19
Civil Work Construction	**45 days**	**Thu 31/10/19**	**Sat 14/12/19**
Plant yard area civil work (by civil contractor)	15 days	Thu 31/10/19	Thu 14/11/19
Service road paving	15 days	Thu 31/10/19	Thu 14/11/19
Earth grid and pit	10 days	Fri 15/11/19	Sun 24/11/19
Equipment concrete foundation	25 days	Wed 20/11/19	Sat 14/12/19
Cable trench	10 days	Wed 20/11/19	Fri 29/11/19
Drainage construction	15 days	Wed 20/11/19	Wed 4/12/19
Fencing part	20 days	Fri 15/11/19	Wed 4/12/19
Embedded part	5 days	Wed 20/11/19	Sun 24/11/19
logistic	**30 days**	**Sun 15/12/19**	**Mon 13/1/20**
Gensets, Transformers and all installation accessaries arrive at yangon	20 days	Sun 15/12/19	Fri 3/1/20
Port customs clearance	7 days	Sat 4/1/20	Fri 10/1/20
Shipment arrives at site	3 days	Sat 11/1/20	Mon 13/1/20
Power Plant E&M Installation	**35 days**	**Tue 14/1/20**	**Mon 17/2/20**
Equipment M/E installation	30 days	Tue 14/1/20	Wed 12/2/20
Megger test	4 days	Thu 13/2/20	Sun 16/2/20
Electrical energizing	1 day	Mon 17/2/20	Mon 17/2/20
Gas system installation	**15 days**	**Fri 28/2/20**	**Fri 13/3/20**
Gas station lifting and mounting	1 day	Fri 28/2/20	Fri 28/2/20
Gas pipe installation	13 days	Sat 29/2/20	Thu 12/3/20
Pressure test and purging	1 day	Fri 13/3/20	Fri 13/3/20
Trial testing and pre-commissioning	**30 days**	**Fri 28/2/20**	**Sat 28/3/20**
Genset testing	20 days	Fri 28/2/20	Wed 18/3/20
Genset system pre-commissioning	5 days	Thu 19/3/20	Mon 23/3/20
Genset on load test and mapping(by MTU)	4 days	Tue 24/3/20	Fri 27/3/20
Trial running& commence operation	1 day	Sat 28/3/20	Sat 28/3/20
Commercial operation date(COD)	**0 days**	**Sun 29/3/20**	**Sun 29/3/20**





We will also consider other configuration according to the final design.

EXH5-06 Proposal for Required New Gas Supply Infrastructure

Base on the bid invitation attachment proposal as below:

VPower will transport LNG by LNG vessels and they will be transferred into FSU. FSU will be berthed at the planned jetty, and then it will pressurize and gasify LNG by on-shore regasification unit. The gasified natural gas will be transferred from regasification unit to Thilawa gas station, via a 20-inches gas pipeline with block valves constructed by VPower.

Then the gasified natural gas will be transferred from Thilawa gas station to Tharketa gas station via South Dagon Junction with an existing gas pipeline. Methodology same as tender requirement:

1. New 20" gas pipe line to connect to the Thilawa GRS before 20" existing BV
2. New pipeline to GEG shall tap out from Thaketa GRS between 20" BV and existing UREC process skid. For a short line, 10 inch diameter is believed to be enough.
3. To install a 30 BV and a vent system at S-Dagon valve junction for pipeline safety and to prevent the precious LNG losses.
4. EPGE to provide one number of 30" BV but VPower shall manage to get 4 numbers of 90 degree(6D radius) 30" hot bend.

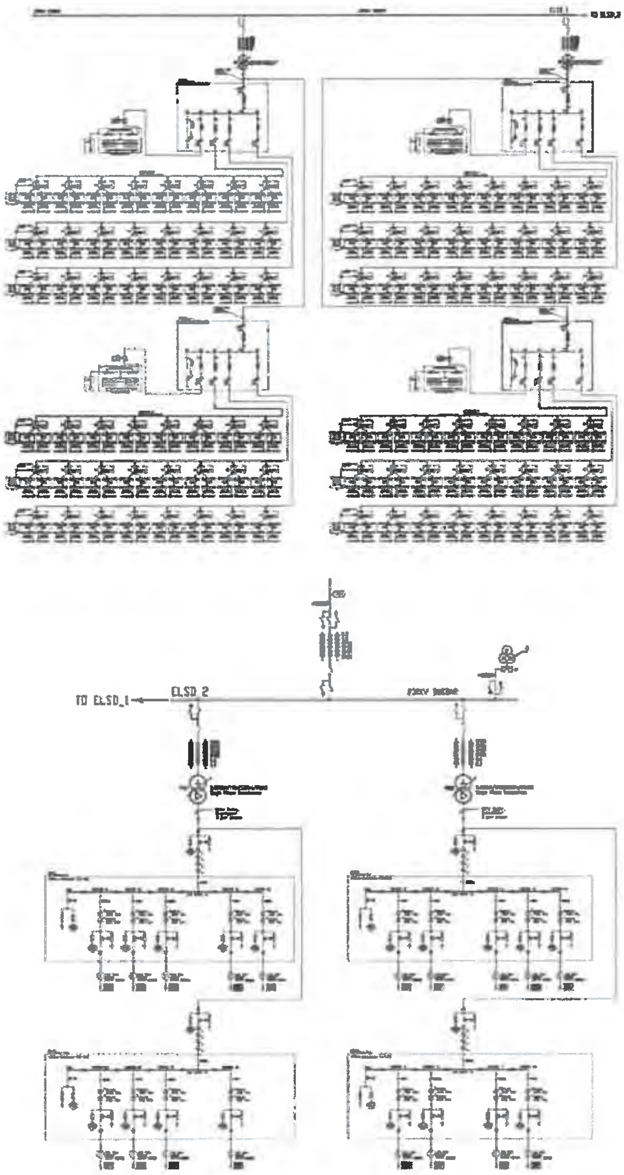
Finally a new 10-inches gas pipeline with block valves will be constructed by VPower. This new 10-inches gas pipeline will transfer the natural gas from Tharketa gas station to VPower gas regulator station. We shall arrange all required gas supply infrastructure including new gas pipeline to get natural gas for the power plant as below proposal and path **(I) (II) (III)**.



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The Single Line Diagram Of Power Plant:



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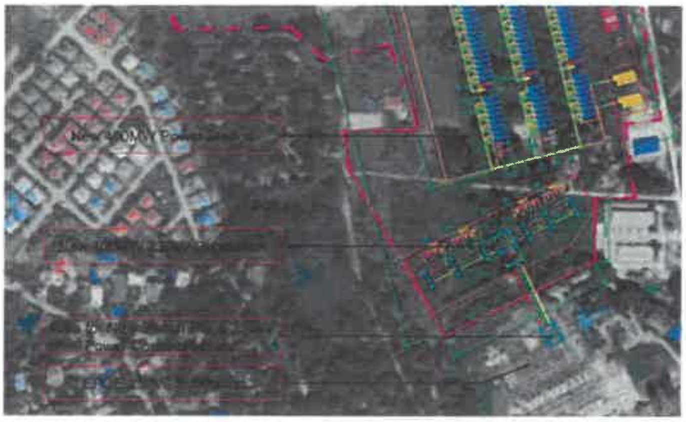
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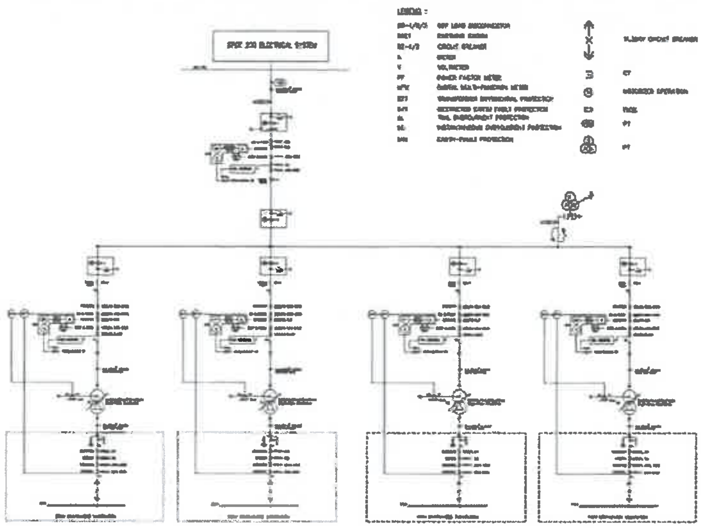
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EXH5-05 Proposal for Required New Switch bay and Transmission Line

There are high tension transformers to step up from 11kV and 33kV to 230kV and power transmission line with a number of pylons included in the power plant. The power plant shall be connected to the existing 230kV bus of Tharketa substation with new 230kV switch bay and 230kV transmission line both constructed by VPower.

Typical High Tension Configuration and Design:



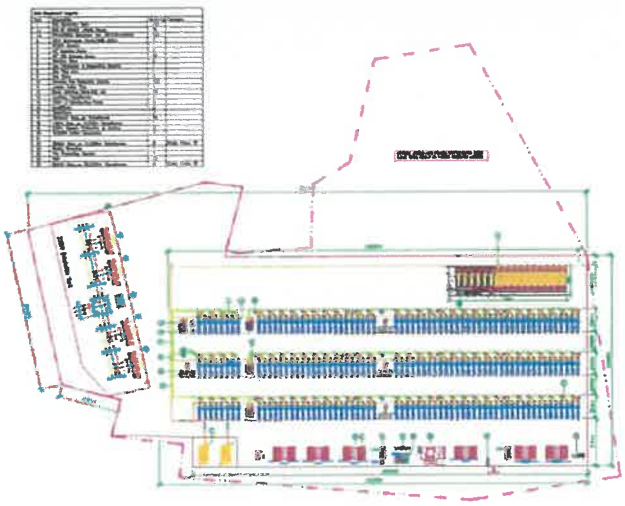


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EXH5-04 Land Requirement for Power Plant and New Switch Bay
Power Plant Site Layout Plan

According to the equipment supplied as shown above, VPower requires a piece of land with 115000 square meters (28.42 Acre) for the power plant and new swtich bay. We propose a site layout to install all requested facilities based on the attachment of invitation for bid shown as below:





Typical Gas Modular (Meter, Filter, Regulator and Sensor):

Flow Capacity : 30 MMCFD

Inlet Pressure : 33 bar

Inlet Flow Rate : 35,000 m³/h

Inlet Pipe Size : DN200

The aim of gas regulator station is to regulate the NG outlet pressure to a setting value. Each station consists mainly of two reducing streams (2x100% capacity) with two regulators each: one is the main regulator and the other is used as a monitor/slam shut valve. Active and monitor pressure regulator shall be "Top entry type" in order to guarantee a simply maintenance of the equipment. The active regulator normally assures pressure reduction to the setting value.

Main features

Design pressure: can up to 1450 PSIG (100 bar)

Range of inlet pressure bpe: 18.8 to 1230 PSIG (1.3 to 85 bar)

Range of outlet pressure Wh: 12 to 1073 PSIG (0.8 to 74 bar) depending on installed pilot

Accuracy class AC: up to 1%

Available size DN: 1" - 2" - 3" - 4" - 6" - 8" - 10"

Flanging: class 150-300-600 RF or RTJ according to ANSI b16.5 and PN16 according to ISO 7005



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33kV MV Switchgear

ABB brand ZS3.2 MV switchgear installed in 40 foot high cube container, equipped with full set current transformers, voltage transformers, 1250/2000A Vacuum Circuit Breaker (VCB), surge arrestor, earthing switch, power analyzer and integrated protection relay REF615.







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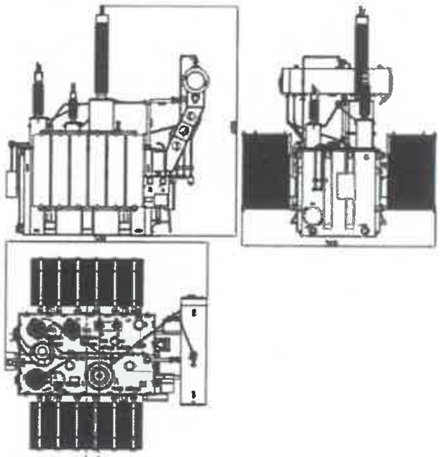
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Transformer for High Voltage Side:

11/230kV 35000kVA Oil type single phase transformer

Dimension: L5200 x W5400 x H6800mm

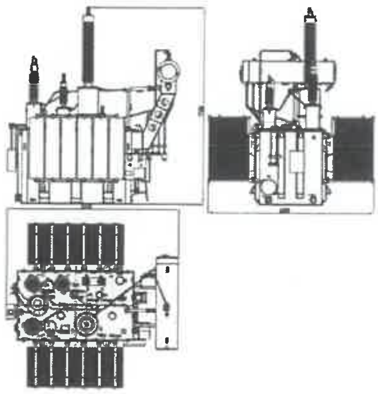
Weight : Approx. 62,000 KGS



33/230kV 56000kVA Oil type single phase transformer

Dimension: L6500 x W6000x H7500mm

Weight : Approx. 85,000 KGS



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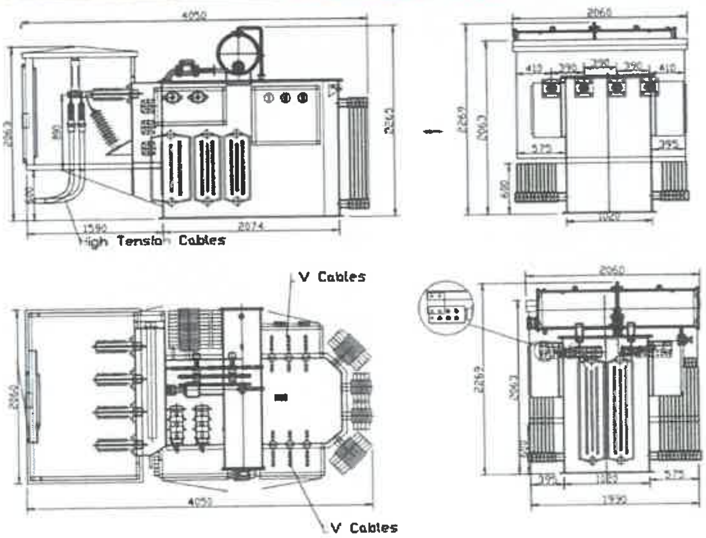
Transformer for Low Voltage Side:

0.4/33kV Oil type transformer 3600kVA:

Robust designed, outdoor type oil immersed power transformer equipped with LBS (load break switch), protective fuse, and safety relief valve.

- Capacity 3.6MVA
- Primary and Secondary Voltage : 33/0.4kV
- Protection : Oil Temp / Oil Level / Gas Relay





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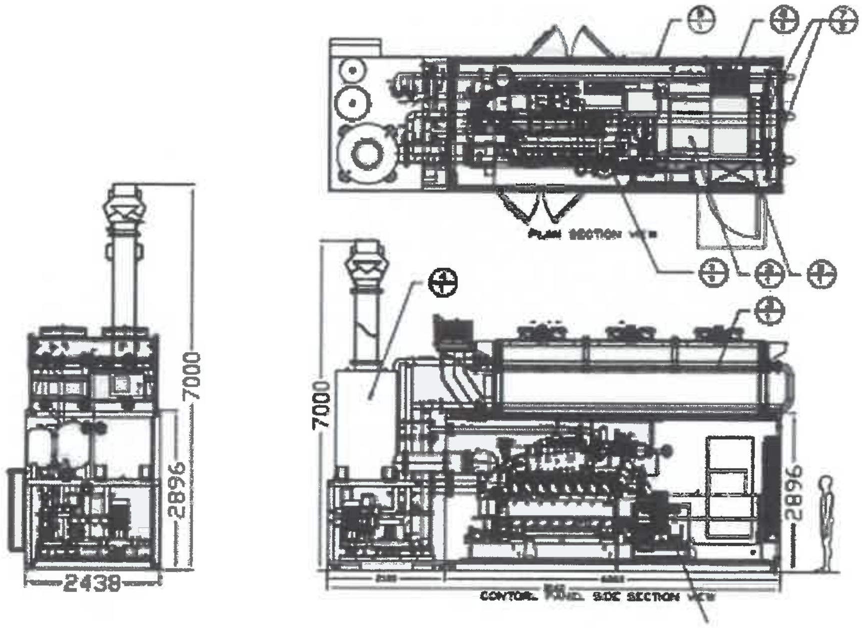
EXH5-03 Preliminary Equipment Drawing and Information

Typical Standard 20 foot HQ Enclosure:

MTU OEG Generator Set Model 16V4000GS

Dimension: L8160 x W2438 x H7033mm

Weight : approx. 32,000KGS



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1.3. System Interface

The Plant shall interface with the Client's facilities as follows:

Element	Interface
Fuel	• VPower will transport LNG by LNG carrier and they will be transferred into FSU which always berths at the planned jetty. And then pressurize and gasify LNG by on-shore Regasification Unit. We will use new gas pipeline constructed by VPower which from FSRU to Thilawa Gas Station and from Tharketa Gas Station to new power plant, with the existing gas pipeline from Thilawa Gas Station To Tharketa Gas Station, to transmit the high pressure nature gas. • Connected to existing gas pipe as the attachment of invitation for bid shown. • Mooring area as the invitation for bid attachment proposed and attachments shown below.
Electrical	• Dismantle the existing 230/33kV 50MVA transformer and related equipment. • VPower is responsible for connecting to existing 230kV bus of Tharketa Substation by constructing new 230kV switch bay and new 230kV transmission line.

1.4. Standard of Compliance

Parameter		Standard of Compliance
Pressure piping	:	ANSI B 31.1
Pressure Vessels	:	TEMA C
Valves	:	API / ANSI
Materials	:	ASTM or equivalent
Generator	:	IEC/NEMA
Electrical work, motors, HV equipment	:	IEC/GBT
Instrumentation	:	IEC/GBT
Quality control	:	Factory QC Plan, ISO9001

1.5. Excluded Items

- Construction of roads to site
- 230kV substation, which is owned by EPGE
- MOGE gas flow meter with calibration, gas piping and etc.
- Utility power supply.
- Fuel supply during pre-commissioning and commissioning.
- All necessary permits, Government and Statutory Licenses and other requirements for all phases of the project will be provided by the Client in a timely basis to support project completion.

1.6 Connection & Generation

- EPGE shall allow connection of the power plant to grid and supply electrical power to the grid (up to net guaranteed output) for pre-commissioning and commissioning 60 days before COD.
- EPGE shall pay such generated tariff (based on the offered price) during the pre-commissioning and commissioning period.

**** Other Equipment Specifications**

1.1. Electrical Equipment

LV System : 400V Factory Standard Includes

- ✓ LV Main Breaker
- ✓ MCC for cooling system
- ✓ DC System
- ✓ Control accessories
- ✓ Interconnecting power cables
- ✓ Communication cables

MV System : 33kV Factory Standard includes

- ✓ 0.4/33kV Oil type Transformer 3.6MVA
- ✓ 33kV Switchgear Gen Supply Incoming and Outgoing to step-up transformer
- ✓ DC System
- ✓ Control accessories
- ✓ Interconnecting power cables
- ✓ Communication cables

HV System : 230kV factory switchyard

- ✓ 11/230kv Oil type Transformer 35MVA
- ✓ 33/230kv Oil type Transformer 50MVA
- ✓ DC System
- ✓ Control accessories
- ✓ Interconnecting power cables
- ✓ Communication cables
- ✓ Energy meter, accuracy class 0.2S

1.2. Power Plant Specifications

Parameter		**Value**
Gross Output	:	1.65 MW at PF 1.0
Net Output	:	1.58 MW at PF 1.0
Continuous	:	24 hours
No. of Units	:	196 (Duty) + 14 (Spare) = 210 units
Total PLANT Net Output 100%	:	400MW
Total PLANT Net Output 75%	:	300MW
Total PLANT Net Output 50%	:	200MW
Output Voltage	:	400V and 11kV from generator via transformer step up to 230kV
Frequency	:	50 Hz
Noise Level	:	90 dB(A) at seven meter distance
Black out recovery time	:	30 minutes after equipment cooled down

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Rolls-Royce

Reference site conditions				
Altitude above sea level (max)	m		100	
Turbocharger air intake temp (max)	°C		35	
Turbocharger air intake temp (min)	°C		5	
Relative Humidity (max)	% (@ 35 °C)		60	
Exhaust back pressure (max)	mmWG		400	
Minimum fuel gas pressure to fuel gas module	barg		4.5	
Lower heating value as per AVL	MJ/m^3s		35.5	
Methane number	MN		80	
Electrical system				
Frequency	Hz		50	
Voltage	kV		11	
Exhaust gas emissions @ 5%O2				
NOx	mg/nm^3		500	
CO	mg/nm^3		750	
NMHC	mg/nm^3		225	
Cooling water data				
LT Inlet temp to charge air cooler (max)	°C		45	
Normal cooling water LT flow to charge air cooler			120(Max. 180 m^3/h)	
Engine load	%	100	75	50
Mechanical output	kW	9615	7215	4810
Alternator Rating (kVA)	kVA	10444	7833	5206
Alternator efficiency, cosφ=0,9	%	97.78	97.78	97.47
Electrical output	kW	9400	7050	4685
Nom. el. efficiency, cosφ=0,9	%	48.1	46.3	44.4
Fuel gas consumption				
Specific fuel gas consumption Engine (guidance only)	kJ/kWh	7315	7595	7905
Specific fuel gas consumption Genset (guidance only)	kJ/kWhe	7482	7773	8116
Specific fuel gas consumption Genset (guidance only)	kcal/kWhe	1787	1856	1938
Specific fuel gas consumption Genset (guidance only)	BTU/kWhe	7092	7367	7692
Fuel gas consumption	kW	19540	15220	10560
Lub.oil consumption	g/kWh	0.4	0.4	0.4
Heat dissipation				
Charge air cooler LT/HT	kW	565 / 1555	410 / 870	260 / 370
Lub.oil cooler	kW	1090	960	845
Jacket water cooler	kW	1340	1060	780
Exhaust mass	kg/h	50500	38400	26500
Exhaust gas temperature	°C	375	420	455

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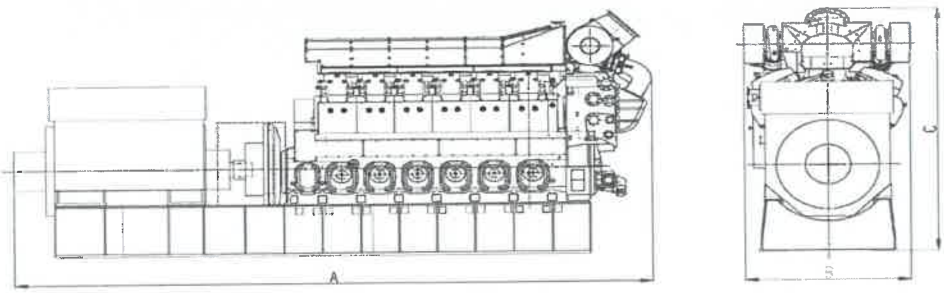
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Item2	**Description**
Generating Set and Engine	**Rolls Royce RRPS** B35:40V20AG2 Generating Set • Continuous Rating 9400**kWe** @ 11kV 50Hz, pf=1.0, In GRID OR ISLAND parallel operation (acc. DIN ISO 3046 ICFN) when operating with natural gas, Methane Number ≥ 80, gas composition refer to Bidder' Reference Documents, • B35:40V20AG2 gas engine, heavy duty robust type, 750rpm, 4-stroke, spark ignited, turbocharged, gas-fired internal combustion engine for lean-mix operation, without heat recovery and without oxidation catalyst, air inlet temperature of 30°C - 40°C and mixture cooling temperature 58°C. • Steel foundation frame with anti-vibration system and gas regulator

SPEC: 16V4000GS-ORC **REVISION** **DATE: 21MAY2019** **P**





Engine Type	A	B	C	Weight (dry) [kg]	Bore/stroke [mm]	Engine speed [rpm]
B35:40V20AG2	13400	3306	4540	133000	350 / 400	750

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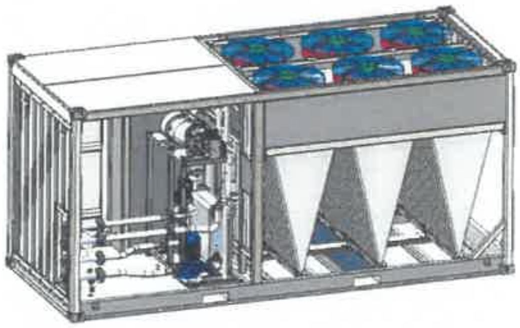
Ref : VP- 20190726 (G02)

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ORC

General description

The Organic Rankine Cycle (ORC) is transferring the heat of engine cooling water and exhaust smoke from the reciprocating internal combustion engine to the working substance, and convert the working heat into the kinetic energy of the expansion machine, thus driving the generator to rotate and converting it into usable power.



Electrical Data

Results Simulations (per WHRS)*		
Q th Exhaust Gas (input)	kW th	716
Q th Jacket Cooling Water (input)	kW th	250
Internal consumption	kW el	22.3
Performance ORC gross	kW el	88
Performance ORC net	kW el	65.7

- All engines supply enough heat, all results are similar within simulation tolerance
- For rental power market, VPower developed an ORC solution container system which is suitable for diesel- and gas engines. Our ORC solution is able to generate up to 125 kWel additional output – at constant fuel input.
- By turning waste heat into electricity, our ORC solution increases the energy efficiency of engines and as a result leads to decreased fuel consumption and increased profitability. Vice versa, our ORC solution can also lead to a higher output of electricity at a constant rate of fuel consumption.
- We adapted our ORC-technology to fit into a standard container. The module is pre-commissioned and can be quickly connected to mobile power generation units. The modular design also makes our ORC solution easy to transport and install.

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July 26, 2019

Technical Data Sheet 93800959151_V06_en_GB		MTU 16V4000 GS GG16V4000A1		onsite energy		
Mixture cooler 2nd stage, external						
Coolant temperature (in / out) design		°C	53 / 55.5			
Coolant volumetric flow, design, constant [13, 14]		m³/h	26.9			
Pressure drop, design [14]	Cv value [15, 16]	bar / m³/h	0.36	/		49.3
Max. operation pressure before mixture cooler		bar		6		
Heating circuit interface						
Engine coolant temperature (in / out) design		°C				
Heating water temperature (in / out) design		°C				
Heating water flow rate, design [14, 16]		m³/h				
Pressure drop, design [14]	Cv value [15, 16]	bar / m³/h		/		
Max. operation gauge pressure (heating water)		bar				
Room ventilation						
Genset ventilation heat [17]		kW		83		
Inlet air temperature (min./design/max.)		°C		30 / 35 / 40		
Min. engine room temperature [18]		°C		15		
Max. temperature difference ventilation air (in / out)		K		20		
Min. supply air volume flow rate (combustion + ventilation) [19]		m³ i.N./h		18000		
Gearbox		%	100	75		50
Efficiency		%	-	-		-
Starter battery						
Nominal voltage / power / capacity required		V / kW / Ah		24 / 2 x 9 / ~		
Filling quantities						
Lube oil for engine		dm³		250		
Coolant in engine		dm³		270		
Coolant in mixture cooler		dm³		22		
Heating water for plate heat exchanger [20]		dm³				
Lube oil for gearbox		dm³				
Gas regulation line						
Nominal size / gas pressure min. - max.		DN / mbar - mbar	80	/		180 - 250
Engine sound level [21] (1 meter distance, free field) +3 dB(A) for total A-weighted level tolerance						
Frequency		Hz	63	125	250	500
Sound pressure level		dB	78.3	86.3	89.0	91.5
Frequency		Hz	1000	2000	4000	8000
Sound pressure level		dB	92.1	90.8	99.4	91.7
		Lin dB	102.0			
Sum of pressure levels		dB A	101.8			
Sound power level		dB	121.6			
Undampened exhaust noise [21] (1 meter distance to outlet within 90°, free field) +3 dB(A) for total A-weighted level tolerance						
Frequency		Hz	63	125	250	500
Sound pressure level		dB	118.9	118.4	108.8	102.9
Frequency		Hz	1000	2000	4000	8000
Sound pressure level		dB	97.3	96.1	91.9	76.1
		Lin dB	121.1			
Sum of pressure levels		dB A	106.5			
Sound power level		dB	118.7			
Dimensions (aggregate)						
Length		mm		~ 5500		
Width		mm		~ 2000		
Height		mm		~ 2300		
Gross weight (dry weight)		kg		~ 15500 (~ 15000)		
Power derating						
Altitude				specific to the project		
Combustion air temperature				specific to the project		
Mixture cooler coolant temperature (in)				specific to the project		
Methane number				specific to the project		
Boundary conditions and consumables						
Systems and consumables have to conform to the following actual company standards:				A001067		

1) Normal cubic meter at 1013 mbar and T = 273 K
2) Prime power operation will be designed specific to the project
3) Generator gross power at nominal voltage, power factor = 1 and nominal frequency
4) According to ISO 3046 (+ 5 % tolerance), using reference fuel used at nominal voltage, power factor = 1 and nominal frequency
5) Emission values during grid parallel operation
6) Thermal output at layout temperature; tolerance +/- 8 %
7) Power consumption of all electrical consumers which are mounted at the module / genset
8) Deviations from the layout parameters respectively the reference fuel can have influence on the obtained efficiency and exhaust emissions
9) Functional capability
10) Reference value at nominal load (without amount of oil exchange)
11) Genset max. 1000 m height of location and max. 40 °C intake air temperature; else power derating
12) Max. allowable cos phi at nominal power (view of producer)
13) Stated values for cooling fluid composition 65% water and 35% glycol, adaption for use of other cooling fluid composition necessary
    The system design must consider the tolerance.
14) Pressure loss at reference flow rate
15) The Cv value declares the volumetric flow in m³/h at a pressure drop of 1 bar. Min. and max. flow rate limits are defined.
16) Stated values for pure water, adaption for other cooling fluid composition necessary
17) Only generator- and surface losses
18) Frost-free conditions must be guaranteed
19) Amount of ventilation air must be adapted to the gas safety concept
20) Assemblies including pipe work
21) All sound pressure levels at nominal load
22) Max. admissible cos phi depending on voltage in accordance with the requirements of the BDEW Mittelspannungsrichtlinie (German Medium Voltage Directive)

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July 26, 2019

Technical Data Sheet

93800050151_V06_en_GB

MTU 16V4000 GS
GG16V4000A1

onsite energy

Voltage / Frequency	V / Hz	400	/	50
Cooling water temperature (in / out)	°C		78 / 90	
NOx emissions (dry, 5 % O_2)	mg/m³ i.N.		< 500	
Mixture cooler 1st stage water temperature (in)	°C			
Mixture cooler 2nd stage water temperature (in)	°C		53	
Exhaust gas temperature	°C		434	
Catalytic converter			not included	
Special equipment				
Altitude above sea level	m / mbar	100	/	1000
Combustion air temperature	°C		25	
Relative combustion air humidity	%		60	
Standard specifications and regulations				
Energy balance	%	100	75	50
Electrical Power [2) 3)]	kW	1562	1172	781
Energy input [4) 5)]	kW	3651	2812	1998
Thermal output total [6)]	kW	863	850	467
Thermal output engine (block, lube oil, 1st stage mixture cooler) [6)]	kW	863	660	467
Thermal output mixture cooler 1st stage [6)]	kW			
Thermal output mixture cooler 2nd stage [6)]	kW	78	52	33
Exhaust heat (120 °C) [6)]	kW	(805)	(663)	(504)
Engine power ISO 3046-1 [2)]	kW	1600	1203	807
Generator efficiency at power factor = 1	%	97.6	97.4	96.8
Electrical efficiency [4)]	%	42.8	41.7	39.1
Total efficiency	%	88.5	88.4	87.7
Power consumption [7)]	kW			
Combustion air / Exhaust gas				
Combustion air volume flow [1)]	m³ i.N./h	6270	4700	3194
Combustion air mass flow	kg/h	8097	6069	4125
Exhaust gas volume flow, wet [1)]	m³ i.N./h	6470	4856	3325
Exhaust gas volume flow, dry [1)]	m³ i.N./h	5991	4485	3064
Exhaust gas mass flow, wet	kg/h	8364	6276	4299
Exhaust temperature after turbocharger	°C	434	463	499
Reference fuel [8)]				
Natural gas			CH_4 >95 Vol.%	
Sewage gas			not applicable	
Biogas			not applicable	
Landfill gas			not applicable	
Fuel requirements [8)]				
Minimum methane number	MZ		80	
Range of heating value: design / operation range without power derating	kWh/m³ i.N.		10.0 - 10.5 / 8.0 - 11.0	
Exhaust gas emissions [4) 9)]				
NOx, stated as NO_2 (dry, 5 % O_2)	mg/m³ i.N.	< 500		
CO (dry, 5 % O_2)	mg/m³ i.N.	< 1000		
HCHO (dry, 5 % O_2)	mg/m³ i.N.			
VOC (dry, 5 % O_2)	mg/m³ i.N.			
Otto-gas engine, lean burn operation with turbocharging				
Number of cylinders / configuration		16	/	V
Engine type			16V4000L32FN	
Engine speed	1/min		1500	
Bore	mm		170.0	
Stroke	mm		210.0	
Displacement	dm³		76.3	
Mean piston speed	m/s		10.5	
Compression ratio			12.1	
BMEP at nominal engine speed min-1	bar	16.8		
Lube oil consumption [10)]	dm³/h	0.36		
Exhaust back pressure min. - max. after module	mbar - mbar		30 - 60	
Generator				
Rating power (temperature rise class F) [11)]	kVA		2150	
Insulation class / temperature rise class			H / F	
Winding pitch			2/3	
Protection			IP 23	
Max. allowable p.f. inductive (overexcited) / capacitive (underexcited) [12)]			0.8 / 1.0	
Voltage tolerance / frequency tolerance	%		± 5 / ± 5	
Engine cooling water system				
Coolant temperature (in / out), design	°C	78 / 90		
Coolant flow rate, constant [13) 14)]	m³/h	67.0		
Pressure drop, design [14)] / Cv value [13) 15)]	bar / m³/h	2.51	/	43.0
Max. operation pressure (coolant before engine)	bar		6.0	
Exhaust gas heat exchanger (EGHE)				
Exhaust gas temperature (out)	°C			
Coolant temperature (in / out), design	°C			
Coolant volumetric flow, constant [13) 14)]	m³/h			
Pressure drop, design [14)] / Cv value [13) 15)]	kPa / m³/h		/	
Min. coolant flow rate / min. operation gauge pressure	m³/h / bar		/	
Max. operation pressure (coolant water)	bar			

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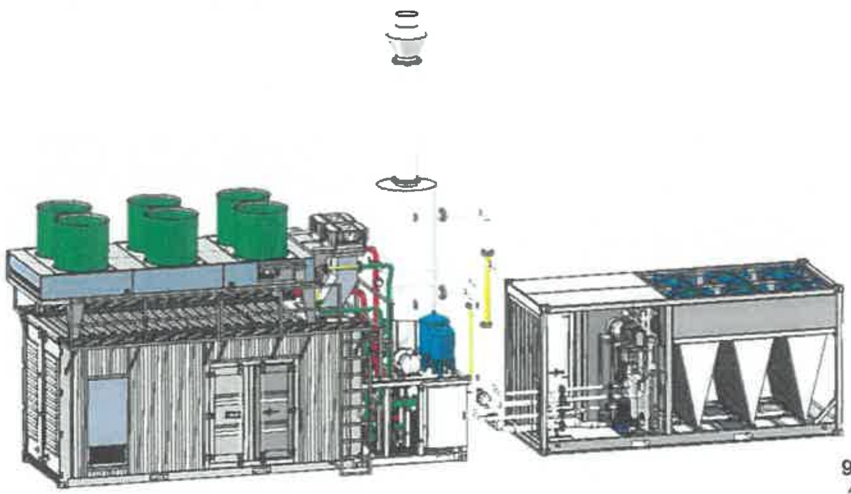
July 26, 2019

16V4000GS-ORC

General description

- VPower gas Containerized generating set of electrical power TOTAL output 1650kWe
  1562kWe, 400V, 50Hz , Pf=1, powered by MTU engine 16V4000GS
  ORC electrical power 88kWe, 400V, 50Hz , Pf=1, powered by ORC
- Central control system for whole system control, regulation, diagnosis and protection
- International Standard Containers

Model		16V4000GS
Genset - alternator terminal (380-400V)	kWe	1562
ORC installed Output Gross	kWe	88.0
Genset - alternator terminal with ORC (380-400V)	kWe	1650
Correction Factor (Grid mode)		1
COP Base load Rating		100%
Fuel input	kWm	3651
Engine Power - Elect	kWm	1600
ORC installed Output NET	kWe	65.7
Genset - alternator terminal (380-400V)	kWe	1628
Efficiency - Elect (Alternator terminal)		44.6%



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EXH5-02 Description of Equipment and Services

**** Details refer to Technical Description Manual**

Item1	Description
Containerized Gas Generating Set	ISO 20 foot HC SOC Container 16V4000GS-ORC Total Output 1650kWe Scope of Devices: - HSG Basic Generating Set and Engine; ● German Made MTU Onsite 16V4000 GS Generating Set; ● Continuous Rating 1562kWe @ 400V 50Hz, pf=1.0, in GRID OR ISLAND parallel operation (acc. DIN ISO 3046 ICFN) ● When operating with natural gas, Methane Number ≥ 80, gas composition refer to Bidder' Reference Documents, - Extend With ORC Heat Recovery Power Generation Module, Output 88kWe - Ventilation system - Acoustics intake/discharge silencer - European made Table type typical radiator includes 6 EC fan/fan motors (with variable speed control device), HT & LT Cooling pumps, Expansion Tanks, thermostat electric 3-way valve and etc. - 3200A 3P ACB with Breaker Panel - MMC-4000 Control and monitoring unit and room control functions - MCC Control Wall mounted Panel, Temp/pressure sensor - Residential type Exhaust Silencer - Lead acid Battery N200 - 100L Lube oil auto refill system - Oil drain system - Engine coolant pre-heating system - Gas pressure Reducing regulator, gas chain 4Bar-0.2Bar
Other Container	- Control Room - Switchgear Room - Accommodation Room - Storage Room - Black start diesel gen-set - Meeting Room - Mobile Workshops

	- LV Distribution Panel - Lighting Panel Others Aux (HVAC / Lighting /Service Socket)		
11	Main Gas Regulator	1	Set
12	Gas Volume Meter	1	Set
13	Control Room (SCADA and CCTV system), installed /w: - 40FT Containerized Enclosure - Central Control and Monitoring System (SCADA) - CCTV system Others Aux (HVAC / Lighting /Service Socket)	1	Set
14	- 40FT Containerized Workshop /w Hand/Machinery tools and testing Instrument	1	Set
15	40FT Containerized Warehouse	1	lot

2、Major Equipment for Extra High Voltage (EHV) Substation:

Item	Description	Qty	Units
1	Step up Transformer (11-33/230kV) 546 MVA	1	Sets
2	Substation Voltage Transformer	1	Lot
3	Substation Current Transformer	1	Lot
4	Substation Lightning Arrestor	1	Lot
5	Disconnecting Switch	1	Lot
6	Gas Insulated Switchgear	1	Lot
7	Substation Gantry	1	Lot
8	40FT Containerized Remote Control and Monitoring Room	1	set
9	Overhead Line (OHL) or 230kV Power Cable	1	Lot

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EXH5-01 Major Equipment Schedule

1、Major Equipment for Power Plant

Item	Description	Qty	Units
1	Power Module – 20FT Containerized Gas Generator Set (1650kW), each set equipped /w": - Pump Module - Variable Frequency type radiator - Local Control Panel & Engine Instrument Panel - 4000A Circuit Breaker Panel for Protection and Synchronization - Gas Regulator (4bar to 200mbar) - Zero Regulator (200mbar to 0)	192	Sets
2	ORC Heat Recovery Power Generation (88kW)	192	Sets
3	Black Start Diesel Generator Set (1000kW)	4	Sets
4	Step up Transformer (0.4/33kV 3.6MVA)	96	Sets
5	Aux. Transformer (33/0.4kV 2.5MVA)	4	Sets
6	HV Switchgear Room, installed /w - 2x40FT Containerized Enclosure - Incomer Panel - Feeder Panel - PT Panel - DC Panel Others Aux (HVAC / Lighting /Service Socket)	4	Sets
7	Rolls Royce –Gas Generator Set (9400kW) , each set equipped /w": - Pump Module - Variable Frequency type radiator - Local Control Panel & Engine Instrument Panel - 1250A Circuit Breaker Panel for Protection and Synchronization - Gas Regulator (4bar to 200mbar) - Zero Regulator (200mbar to 0)	18	Sets
8	Step up Transformer (11/230kV 35MVA,single phase)	6	Sets
9	Step up Transformer (33/230kV 56MVA,single phase)	6	Sets
10	LV Distribution Panel Room, installed /w: - 20FT Containerized Enclosure	4	Sets

Please

Annex 5
Payments and Tariffs

5.1 Guaranteed Electrical Energy production

From the Commercial Operation Date to the expiration or termination of the term of this Agreement, the Guaranteed Electrical Energy delivered to EPGE System and "take or pay " shall apply as follow;

(a) EPGE shall declare the Annual Dispatch Program and Quarterly Dispatch Plan in accordance with clause 7(a)(i) of PPA based on net guarantee output specified in clause 3(b)(ii) of PPA.
(b) If the Company does not meet the full net guarantee output pursuant to clause 3(b)(ii) of PPA, EPGE shall revise the Annual Dispatch Program and Quarterly Dispatch Plan in accordance with actually achieved Net Dependable Capacity within [30] days after declaring Commercial Operation Date pursuant to clause 3(b)(vii) or actually achieved New Net Dependable Capacity pursuant to clause 3(b)(ix).
(c) The EPGE Annual Dispatch Program amount (MWH) shall be equal to the sum of the four (4) consecutive Quarterly Dispatch Plan amount (MWH) within the relevant calendar year, and shall not be less than the Take or Pay defined in Annex 5.1 (d).
(d) The take or pay of power purchase shall be yearly basis and the take or pay amount in MWh is seventy five (75) percent (the "Take or Pay") which shall be calculated based on the following formula;

    Take or Pay amount (MWH) = 0.75 * the Net Dependable Capacity (MW) OR New Net Dependable Capacity (MW)* 8760 (hr)

5.2 Guaranteed Electrical Energy Production for High and Low Season

High season means, for any given calendar year, the period from 1st January to 30th June as being "high season" for that calendar year for the purpose of this agreement, low season means all times during any calendar year other than high season. The Guaranteed Electrical Energy amount for high season and low season shall be considered on pro-rata basis for partial months and days in a year for first and last contract year, based on the number of operational days of each year over the total number of days in the applicable season as mentioned in the relevant consecutive Quarterly Dispatch Plans (the "Guaranteed Electrical Energy") which shall be calculated based on the following formula:

Guaranteed Electrical Energy amount (MWH) for High Season or Low Season = the summary of the total amount of Electrical Energy planned to dispatch for two applicable quarters of relevant season

5.3 Energy Settlement and Guaranteed Off-Take Energy Settlement

From the Commercial Operation Date to the expiration or termination of the term of this Agreement, the Company shall charge EPGE and EPGE shall pay the Company energy payments as follows:

Payment for the month:

Energy Settlement = A * T

A = Actual Delivery Electrical Energy to EPGE System (MWh)
T = Tariff, being [122] (US Dollars per MWH) (including [41.5] USD/MWH of "**Capacity Charges**" and [80.5] USD/MWH of "**Fuel Charges**")

If withholding tax is applicable, EPGE shall deduct withholding tax and make payment to the tax authority on behalf of the Company. EPGE shall provide the copy of documentation evidencing that the payment of withholding tax in relation to the Tariff has been made to the tax authority to the Company as soon as practicable.
If commercial tax is applicable, the Company shall make payment to the tax authority and shall provide the copy of documentation evidencing that the payment of commercial tax in relation to the invoice has been made to the tax authority to EPGE as soon as practicable.

Semi-Annually "Take or Pay" Settlement:

Provided the Payment for the month have been fulfilled, at the end of high season and low season within 14 days, the Company and EPGE shall hold a meeting to settle the generation and payment in the following methods.

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If A ≥ G, EPGE takes and the Company dispatch electrical energy actually delivery to the system is more than the Guaranteed Electrical Energy, there has not any shortfall for both Parties and any other take or pay is not incurred.
If G-A > 0, EPGE take and the Company dispatch electrical energy actually delivery to the system is less than Guaranteed Electrical Energy amount (MWH), and the payment shall be calculated and paid as follows:

$$\text{Top up amount} = (G - A - D_{Company}) * \text{Capacity Charge}$$

G = applicable Guaranteed Electrical Energy amount (MWH)
$D_{Company}$ = the Company fails to delivery such electrical energy generation to EPGE due to forced outages of generation equipment including failure of LNG supply that is solely attributable to the Company's default, which is calculated as: default hours * (Guaranteed Electrical Energy for high or low season / high or low season calendar hour)
A = Actual Delivery Electrical Energy to the System (MWH)

If result of above equation is positive, EPGE shall pay above Top up amount to the Company.

For forced outages (excluding Excusable Outages) of the Company that are solely attributable to the Company's default ($D_{Company}$), and the Company has failed to provide the shortfall amount via a power plant operated by the Company, the Company shall pay liquidated damages to EPGE as follows:

- In high seasons, the liquidated damages shall be hundred percent (100%) of the shortfall amount of the energy generation (100% x $D_{Company}$ x Capacity Charges)
- In low seasons, the liquidated damages shall be five percent (5%) of the shortfall amount of the energy generation (5% x $D_{Company}$ x Capacity Charges).

5.4 Dispatch Deviation Payments

The Dispatch Deviation Payments for [each calendar quarter] shall be charged as a full pass through of all costs and losses incurred by the Company for LNG procurement, diversion and rescheduling related costs for volumes in excess of the UQT or below the DQT as a result of EPGE not dispatching the Power Plant in accordance with the Annual Dispatch Program or Quarterly Dispatch Plan, and EPGE shall settle the Dispatch Deviation Payments on quarterly basis.

5.5 Test & Commissioning Gas Payments

During the commissioning and Commercial Operation Date of the Power Plant, the Company shall charge EPGE and EPGE shall only pay the Company the fuel charges for the period of testing & commissioning and four (4) hours Commercial Operation Date period upto a cap amount of [MWH] recorded by the energy meters located at the 230 kV incoming bay of 230 kV Thaketa Substation which fuel charge is calculated by using same rate (Fuel Charges) specified in clause 5.3 above.

EPGE shall only be liable to pay the fuel charge to the Company upto cap amount mentioned above until the Original Commercial Operation Date plus 30 days and an extra day for each day of Excusable Delays. For avoidance of doubt, the Company shall not be liable to claim any further Test and Commissioning Gas Payment after the Original Commercial Operation Date plus 30 days and an extra day for each day of Excusable Delays whether cap amount is reached or not.

5.6 Early Generation Energy Payment

In case the Company is able to make available power plant capacity prior to Commercial Operation Date, and EPGE wishes to take up such early generation energy, EPGE shall pay the Tariff specified in clause 5.3 above for the early generation energy on monthly basis. Neither Party shall be responsible for any delay, loss or damage during the generation for Early Generation Energy Payment.

5.7 Excess Energy Payment

If the Actual Delivery Electrical Energy to EPGE System (MWh) exceeds the Guaranteed Amount for each season specified in table 5.1 above, EPGE shall purchase such exceeding generation unit with the tariff (Capacity Charges) of [ ] cent/kWh.

5.8 Format of ADP and QDP

Annual Dispatch Programme for [2020]	Amount of Electrical Energy planned to dispatch
0.75 * the Net Dependable Capacity (MW) OR New Net Dependable Capacity (MW)* 8760 (hr)	[2,628,000]MWh

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For first and last year of Term, the amount of Electrical Energy planned to dispatch shall be adjusted in pro rata basis.

Quarterly Dispatch Plan	Amount of Electrical Energy planned to dispatch	Net Dependable Capacity or New Net Dependable Capacity	No of days in the month	Capacity Factor
	A	B	C	A/(B*C*24)
Month 1	[ ]MWh	[ ]MW	[ ] Days	
Month 2	[ ]MWh	[ ]MW	[ ] Days	
Month 3	[ ]MWh	[ ]MW	[ ] Days	
Total	[ ]MWh			

For first and last year of Term, the amount of Electrical Energy planned to dispatch shall be adjusted in pro rata basis.

Annex 6
Construction Works and Operation

The Company shall, by itself and/or through a qualified contractor, assist EPGE by providing the following services (collectively, the "**Construction Works and Operation**"):

(a) construction, installation, commissioning, operation and maintenance of the Power Plant;

(b) carry out the civil engineering works, and to design and construct the foundation and Control Room to install and run the Gas Engines;

(c) carrying out all the matters relating to acquisition of lubricant/battery/ water supply for cooling system/minor repairs/major repairs, maintenance and cleaning with effect from the Commercial Operation Date;

(d) administration of the Company Personnel according to applicable labour laws;

(e) subject to Annex 4, Company Personnel under the control of the Company shall, assist EPGE to run the gas engines and generate the Guaranteed Electrical Energy supply twenty-four (24) hours continuously in accordance with the Dispatch Procedures in Annex 3

(f) synchronizing the gas engines to provide for Parallel Base load Operation simultaneously to generate power through Company Personnel.

(g) Arranging the LNG supply for the Power Plant for electricity generation in accordance with Annex-5.

(h) The rated output of the Generating Unit(s) at full load shall be available for a power factor of 0.80 (lagging) up to 0.90 (leading).

(i) The Generating Unit(s) shall be designed to operate in the following frequency range for the time periods indicated below:

- 51.5 Hz– 52 Hz (15 minutes)
- 51 Hz– 51.5 Hz (90 minutes)
- 48.5 Hz– 51 Hz (continuous)
- 47.5 Hz– 48.5 Hz (25 minutes)
- 47.0 Hz– 47.5 Hz (30 seconds)

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Annex 7
Company's Designated Bank Account

Bank Name :

Bank Address :

Phone No. :
Account Name :

Account No. :

Annex 8

Guaranteed Technical Parameters for Power Plant

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EXHIBIT 5: TECHNICAL DATA AND SUBMITTTAL

Technical Proposal for Rental Service **Form 1**

SR	Description		Offer
1	Installed capacity MW-(No. of Unit x MW/Unit)		Total 486MW (192 Units x 1.65MW + 18 Units x 9.4MW)
2	Net guarantee output MW- (No. of Unit x MW/Unit) at site condition		Total 400.536MW (178 Units x 1.422MW + 18 Units x 8.19 MW)
3	Generator output voltage (V)		400V and 11kV
4	Net efficiency (%) (plant overall)	50% load	39.7%
		100% load	38.9%
	Net guarantee heat rate (Btu/kwh) (plant overall) (at any site condition based on higher heating value)	50% load	8,600
		100% load	8,774
	Fuel cost (US cents/kwh) = Net guarantee heat rate (Btu/kwh) * gas price (USD/MMBtu)/10,000	50% load	7.96
	Fuel cost (US cents/kwh) = Net guarantee heat rate (Btu/kwh)*gas price (USD/MMBtu)/10,000	100% load	8.12
5	Number of total running unit		210 Units
6	Number of reserved unit/machine model		14 Units/ MTU 16V4000GS
7	Maker @ Country of origin		RRPS MTU OEG or Equivalent, German / European
8	Land requirement for power plant and new switch bay		120000 ㎡ (29.65 Acre) Details refer to our Technical Proposal EXH-5-04
9	Site layout plan		Details refer to our Technical Proposal EXH-5-04
10	Construction period (After issuing the letter of agreement)		Details refer to our Technical Proposal EXH-5-07
11	COD (After issuing the letter of agreement)		210 days
12	Proposal for required new switch bay and transmission line facility		Details refer to our Technical Proposal EXH-5-05

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VPOWER GROUP

Ref : VP- 20190726 (G02)

Private & Confidential **July 26, 2019**

13	Proposal for required new gas supply infrastructure	Details refer to our Technical Proposal EXH-5-06
14	Required gas pressure of power plant	Genset entrance: 0.18 – 0.25 bar Recommend the entrance at Plant: 8 inch pipe by 33bar
15	Transformer voltage ratio, capacity, vector group, maker and country of origin(for low voltage side)	0.4/33 kV, 3.6 MVA x 84 Nos, YNd5 Pearl or Equivalent China.
16	Transformer voltage ratio, capacity, vector group, maker and country of origin(for high voltage side)	33/230KV, 56MVA single phase x 6 Nos, YNd11, OLTC; 11/230KV, 35MVA single phase x 6 Nos, YNd11, OLTC; Pearl or Equivalent China.
17	Maker & Country of origin for switchgear (for low voltage side)	VPower, China / Singapore
18	Maker & Country of origin for switchgear (for high voltage side)	ABB / Eaton, China
19	Island mode	Can operate in both Island Mode and Grid Mode separately. Need to closely work with dispatch center of EPGE for Island mode.

For and on behalf of
VPower Group Holdings Limited

Ng Wing Fai Oscar
Senior Regional Manager
Authorized Representative
Hong Kong
26th July 2019

For and on behalf of
VPower Holdings Limited

Ng Wing Fai Oscar
Senior Regional Manager
Authorized Representative
Hong Kong
26th July 2019

For and on behalf of
China National Technical Import & Export Corporation

Ma Yongtao

Ma Yongtao
Deputy General Manager
Authorized Representative
Hong Kong
26th July 2019

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中国技术进出口集团有限公司
CHINA NATIONAL TECHNICAL
IMPORT & EXPORT CORPORATION
(6)

Annex 9

Capability Comply with Regulation of Health and Safety

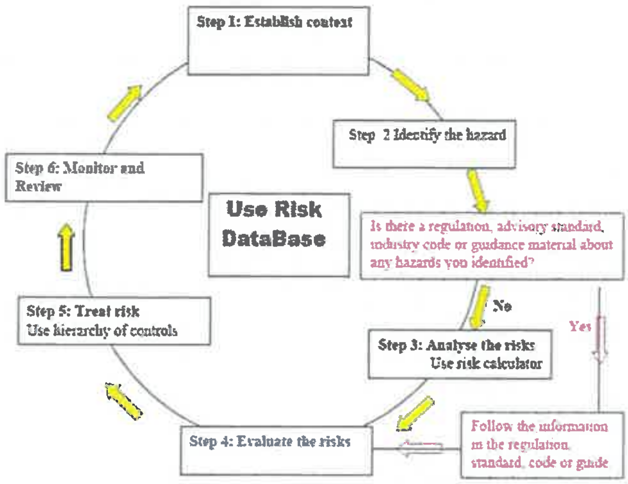
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1.1.1 HEALTH SAFETY & ENVIRONMENT (HSE) HAZARD MANAGEMENT

The following details the Project specific approach of the HSE system that would be implemented by all project participants in line with VPower and Client requirements.

All VPower Project field personnel, whether they are site or fabrication shop or Vendor based would be required to undertake training that provides the skills required to identify and assess risks. Training conducted to identify hazards and assess risks would include Take 5, Job Safety Analysis and Safe Act Observations. Key personnel are also required to undertake HAZOP training as determined necessary.

VPower with inputs from Client would implement a hazard identification and risk assessment Take 5 process to identify hazards, mitigate the risk and report accidents/incidents. The Take 5 process identifies if the existing controls are adequate or inadequate. If the existing controls are deemed to be inadequate, the Take 5 process dictates that a higher level of risk assessment and controls are required.



The approach is to ensure that:

- **a)** **Hazards are be systematically identified, the associated risks assessed and prioritised using a consistent process;**
- **b)** **Appropriate control measures for these hazards are determined using the hierarchy of control, implemented, communicated to staff and monitored for effectiveness;**
- **c)** **A risk assessment process is used to identify crisis and emergency events; and**
- **d)** **The workforce and visitors are trained in programs to minimise injury, illness and environmental impacts from their daily activities.**

The Project risk and hazard management would be based on ISO and takes into consideration the requirements of other standards and guidelines. Risk and Hazard Management is applied at Corporate, Project and Personal levels for VPower, Client, Consultants, Contractors, Vendors and relevant Stakeholders.

1.1.2 ENVIRONMENT

VPower with inputs from Client and the approved AMDAL would implement an environmental management plan to ensure the project is undertaken in an environmentally sound manner. The Project Environmental Policy would state the principles of environmental responsibility and commitment to continual improvement, prevention of pollution and optimisation of resource usage. The project would be designed and managed in a manner that protects the ecosystem and public health.

In support of this policy, the Project Team would commit to the following key environmental objectives:

a) Compliance with all applicable environmental requirements.

b) Implementation and continuous improvement of an environmental management system as per the requirements of Standard ISO 14001, and effectively support or mentor employees and contractors as necessary.

c) Integration of sound environmental practices and compliance into the engineering design; and

d) Decision-making in consideration of the potential impacts of project activities to the environment.

e) Adoption of cost-effective practices to eliminate, minimise or mitigate environmental impacts.

f) Maintain a positive and constructive relationship with the community, local government and other stakeholders.

g) Establish appropriate environmental performance indicators to guide efforts and measure project progress and performance environmentally.

1.1.3 HEALTH, SAFETY & ENVIRONMENT PLAN

VPower would develop a Health, Safety and Environment Plan for the project; taking into consideration the applicable laws and best industry practice Safety Management System.

The HSE plan details the systems and processes that the project would put in place and how it would manage HSE.

The objective of the HSE plan is to:

a) Clarify the various project team responsibilities on the Project;

b) Ensure that the contractors' HSE plans are implemented and maintained;

c) Have mechanisms in place to manage all elements of HSE;

d) Clear understanding of all parties roles in terms of HSE.

e) Assist in creating a Zero Harm HSE project.

f) Zero tolerance for substandard HSE performance would be part of project management.

The project HSE plan would be revised as required during the project duration in consultation with Client.

1.1.4 DESIGN HSE INTEGRATION

HAZOP studies would be carried out to ensure compliance of HSE integration into the design, more especially for the safe provision for maintenance facilities, ergonomics issues and environmental considerations.

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Engineers would design to Indonesian and Australian standards as a minimum, i.e. guarding, access, and review country or client specifications and apply those principles during design. Continuous input into the design by HSE personnel ensures that HSE integration in design is achieved.

1.1.5 MATERIALS & EQUIPMENT TRANSPORT

Materials and equipment transport is to a remote location with limited infrastructure under construction initially, therefore forms a risk to all project related groups; a Procedure would be implemented and issued to all contractors to supply to companies and drivers that deliver material/ equipment for the project to ensure minimum levels of safety are applied by all.

1.1.6 TRAFFIC MANAGEMENT

VPower would develop traffic management plans for the project site and external travel within the Kingdom. The onsite traffic management plans would take into consideration the changing conditions and roadways as construction progresses, and address interactions between people, light vehicles and equipment.

The external traffic management plan would assume regular travel by personnel and also the transportation of materials. The plan would address issues related to:

a) Transportation of personnel to and from work sites,

b) Speed limits on open roads and through build up areas,

c) Pedestrian traffic and vehicle interactions,

d) Periods of travel,

e) Fatigue management, and

f) Management and escorting of loads.

1.1.7 SUPPLIER PROCUREMENT

VPower would ensure that potential fabricators and major Vendors who undertake works rather than just ship standard products are supplied with the appropriate information and are aware of the Project's HSE requirements including at their workplaces.

A HSE specification would be developed which outlines the general HSE requirements at the workplace and is included in the conditions of contract. This is to ensure that accidents are minimised and that these workplaces are generally safe.

HSE audits would be undertaken at key supplier's fabrication or manufacturing facilities undertaking work for the project to ensure safety is achieved across all project areas including suppliers and where necessary press them to improve their HSE systems to participate in the project.

Upon the supplier providing the documentation for tender, the HSE aspects would be evaluated and the contract may or may not be awarded based on compliance to industry norms and practices.

1.1.8 PROJECT ENVIRONMENT

VPower jointly with Client CSR Team would conduct an investigation and practical review of local industries to analyse the skill base requirements for the project. Project personnel as necessary would be sent to the vpomaximising the opportunity for local people being considered for employment as practical, both for construction and later operations.

1.1.9 ENVIRONMENT

The Project Team would target to achieve an environmental Zero Harm philosophy.

All environmental programs and requirements would be incorporated into the project execution and HSE plans and periodic audits of compliance would be conducted.

1.1.10 HSE AUDITS

Audits would be conducted on site at least quarterly, indicating deviations and advise the Project and Construction Managers on the plan of action for rectifications or improvements needed.

1.1.11 HSE POLICIES

The Project team with inputs from Client would develop and maintain through construction and likely Client operations; Policies that would be applied across all parties stating responsibilities to the people employed, the community and the environment.

1.1.12 STANDARDS & PROCEDURES

A practical set of standards and procedures would be available at site for the Project Teams reference and use, being referenced in the various Projects plans. Procedures would be developed or tailored as identified by the HAZOP studies and Team Based Risk Assessments.

Minimum applicable Standards, Procedures and Policies that would be implemented are listed as follows:

Form Name
Light Vehicle Pre–Start Checklist
High Voltage Access Permit
Project Emergency Information Form
Incident Report and Investigation
Safe Act Observation
Minutes of Toolbox Meeting
Site Safety Committee Meeting Template
Isolation and Lockout
Kick Off Meeting Agenda Template
VPower Incident Alert Template
Hazardous Substance Approval Form
Safety Inspection Checklist
Job Daily Pre-Start Checklist
Pre-Start Meeting Minutes
Lift Project Analysis
Excavation Permit
Confined Space Entry Permit
Scaffold Inspection Checklist
Scaffold Permit
Hot Work Permit
Risk Assessment Form

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Form Name
Site Clearance and Competency Assessment Form
Safety Statistics Report
Hot Work Permit Register
Excavation Permit Register
Confined Space Entry Permit Register
Hazardous Substance Register
Ladder Register
Scaffold / Scaffold tag Register
Site Safety Induction Register
Job Safety Analysis Register
Grid Mesh / Chequer Plate or Flooring Removal
VPower Inductions
Site Inductions
Site Personnel Mobilisation
Induction Job Specific

Procedure Name
Fit for Work
Hot Work
Excavation
Working Alone
Isolation and Tagging
Incident Reporting and Investigation
Rehabilitation and Injury Management
Site Permits Management
Site Safety Meetings
Site Emergency Response Plan Management
Site Environmental Compliance
Management of Movement and Unloading Materials
Confined Space
Surface Mobile Equipment and Light Vehicles
Hazardous Substances Management
Working at Heights
Leadership and Policy
Organisational Responsibility
Communication

Contractor Management
Risk and Hazard Management
Incident Investigation and Reporting
Emergency and Crisis Preparedness
Procedures and Training
Project management
Monitoring
Fitness for Work
Auditing and assurance

Agreed variance to this controlled budget would be managed as set out in the change management procedure. A full copy of the estimate would be held in the project files.

Refer

- Attachment EXH9-01 Health & Safety Mgt Plan_Preliminary Dec2017
- Attachment EXH9-02 Health & Safety Management Matrix Prelim Dec2017
- Attachment EXH9-03 Security Plan Matrix Prelim Dec2017
- Attachment EXH9-04 Environmental Management Plan Dec2017

1.1.13 ENVIRONMENT ASPECTS AND IMPACTS

The identification of the Project's environmental aspects is a crucial step in understanding how it shall impact upon the natural environment and to recognise areas that can be managed to minimise these impacts. Once the aspects and impacts have been identified, they are assessed on an environmental risk basis and appropriate controls are developed with the aim of achieving reduced environmental risks.

An Environmental Impact refers to the change that takes place within the environment as a result of the environmental aspect (i.e. air quality pollution). A review of the proposed activities has been undertaken and a preliminary register of environmental aspects and impacts has been developed for the Project. This register shall be reviewed and updated (if required) to incorporate any new activity that is proposed to be undertaken. A review of this register shall be undertaken on a monthly basis to ensure that any new aspects and impacts associated with the Project are identified and managed appropriately.

The environmental controls established during the environmental risk assessment process shall be incorporated into the objectives and targets, management programs, standards and procedures as appropriate.

Aspect	Impact
Noise creation	Impact to local villagers and livestock
Dust creation	Decreased air quality can impact construction workers, local villagers and surrounding environment
Road Traffic	Increased road traffic
	Deterioration of roads

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	Noise and vibration
Vehicle operation and equipment maintenance and storage	Gas emissions and particulate matter decrease air quality
	Storage and discharge of oils, lubricants and other hazardous materials during operation and maintenance
Domestic waste (garbage, litter, human waste, etc.)	Impact to ecosystems (water, soils, vegetation, etc.)
Impact or alteration of cultural / archaeological / historical sites	Damage or destruction of site contents
	Damage or destruction of newly discovered sites
Construction of buildings	Increased demand for building materials
	Installation requirement for sanitation Services
	Noise and dust creation
	Domestic waste
Changes to natural hydrological flow	Altered flow and flood regimes can lead to erosion and degradation of ecosystems
Natural organic debris (unsalvageable wood, vegetation, etc.)	Impact to ecosystems (water, soil, vegetation, etc.
Soil erosion	Increased sedimentation
	Slope instability
	Loss of productive topsoil

1.2 Risk & Safety Reviews

Risk in engineering / design and Construction is managed through a number of process. The risk management tools used by VPower for this project are outlined below;

a) Simulations

b) Structural Analysis Software

c) HAZOP

d) CHAZOP

e) RAMBO

f) Design & Ergonomic Reviews incorporating the following;

   i. Constructability

   ii. Operability

   iii. Maintainability

   iv. Commissioning

g) Constructability Workshops

In addition, HSE Audits are conducted throughout the project, all works undergo Job Safety Analysis (JSA's) before commencing works and the 5x5 approach is adopted. This is further coupled with daily Toolbox meetings to bring the basics directly to the workforce and help mitigate risks with constant reminders of activities and HSE concerns / observations throughout the Site.

1.2.1 DESIGN MANAGEMENT TOOLS

1.2.2 SIMULATIONS

VPower make use of "in-house" models to estimate the power plant performance. The form of the performance details are based on VPower empirical models, calibrated using measured results from numerous performance tests undertaken on VPower projects.

1.2.3 STRUCTURAL GEOMETRY:

VPower utilises the services of experienced in-house graduate structural engineers. Preliminary layouts determining the structural geometry of unit process areas are performed by the principle structural engineering, working with a team consisting of the principle process engineer, the lead layout draftsman and the lead mechanical engineer. This team ensures that the structures are geometrically correct and material/ process flow is not compromised. Particular attention is paid to the attenuation of the structures response to dynamic loads, through appropriate structural framing, connectivity and founding solutions.

Proven structural solutions are employed wherever possible, and unit process areas are in general based on previous projects.

1.2.4 STRUCTURAL ANALYSIS:

Structural analysis is undertaken using "StaddPro" and "SAP 2000" software. These programmes are used primarily for the determination of member loads.

1.2.5 STRUCTURAL CHECKING:

Lead Structural engineers perform Design model structural checks based on the following hold points.

a) Model geometry.

b) Joint connectivity.

c) Loading.

d) Support connectivity.

e) Effective length assumptions in post processing.

f) Dynamic inputs and response.

Post processing section selection is assessed against major member design from manual methods. Design floor self-weight is assessed against empirical quantities. Design is audited and signed off by the Principle structural engineer, prior to issuing for drafting.

1.2.6 DRAWING REVIEW:

Review and sign off of all structural drawings is undertaken as follows:

a) Structural General arrangements

b) Connection details

c) General notes.

d) Fabricators detail drawings for conformance to Design.

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1.2.7 HAZOP

A Hazard and Operability (HAZOP) study is a structured and systematic examination of a planned or existing process or operation in order to identify and evaluate problems that may represent a risk to personnel or equipment, or prevent efficient operation. A HAZOP is a qualitative technique based on "guide words" and is carried out by a multi-disciplinary team (the HAZOP Team) during one or more meetings.

1.2.8 CHAZOP

The CHAZOP is similar in format to the HAZOP but is conducted on the Control and Computer systems for the project. This will be carried out once the functional specification, interlock diagrams and control system are designed.

1.2.9 RAMBO

RAMBO stands for Reliability, Accessibility, Maintainability, Buildability and Operability. This is done early feed, so that the design has not progressed too far. This requires going through the process flow diagrams and Process and Instrument Diagrams one section at a time and "analyse what could be done better in each section" enabling continuous improvement. The RAMBO will be carried out with HAZOP during SP2

1.2.10 DESIGN & ERGONOMIC REVIEWS

During the detail design will be reviewed the client to assess the following criteria;

a) Constructability

b) Maintainability

c) Commissioning

d) Operability

e) De-commissioning

These will be recorded on a design review sheet with actions recorded for further information or correction before fabrication and construction commences. These will either be done in small group sessions with the client or by the client and project team separately. The purpose of this review is to assess the design through its complete life cycle. It should consider such items us construction equipment available, safety in construction, commissioning access requirements, operator and maintenance personnel requirements with review of vendor data and finally at de-commissioning of the plant at the end of its life cycle.

1.2.11 CONSTRUCTABILITY REVIEWS

A constructability workshop will be held to review the draft design to ensure the detail design is done in accordance with available transport options i.e. what is the largest items that can be transported) and construction equipment available. Safety of construction team shall be considered to ensure practices in line with Indonesian law and client expectations. It shall also consider the sequencing of when civil works will be completed, pre-commissioning and commissioning sequences. The outcomes of this review shall assist the planning and detail design to ensure components are design in accordance with construction plan.

1.3 Loss Prevention Design Activities

Loss Prevention A systematic approach to preventing accidents or minimising their effects. This is undertaken thorough the following design activities;

HSE risk in engineering / design and construction is managed through a number of process. The risk management tools used by VPower for this project are outlined below;

a) HAZOP

b) CHAZOP

c) RAMBO

d) Design & Ergonomic Reviews incorporating the following;

   v. Constructability

   vi. Operability

   vii. Maintainability

   viii. Commissioning

e) Constructability Workshops

In addition, HSE Audits are conducted throughout the project, all works undergo Job Safety Analysis (JSA's) before commencing works and the 5x5 approach is adopted. This is further coupled with daily Toolbox meetings to bring the basics directly to the workforce and help mitigate risks with constant reminders of activities and HSE concerns / observations throughout the Site.

1.3.1 HAZOP

A Hazard and Operability (HAZOP) study is a structured and systematic examination of a planned or existing process or operation in order to identify and evaluate problems that may represent a risk to personnel or equipment, or prevent efficient operation. A HAZOP is a qualitative technique based on "guide words" and is carried out by a multi-disciplinary team (the HAZOP Team) during one or more meetings.

1.3.2 CHAZOP

The CHAZOP is similar in format to the HAZOP but is conducted on the Control and Computer systems for the project. This will be carried out once the functional specification, interlock diagrams and control system are designed.

1.3.3 RAMBO

RAMBO stands for Reliability, Accessibility, Maintainability, Buildability and Operability. This is done early feed, so that the design has not progressed too far. This requires going through the process flow diagrams and Process and Instrument Diagrams one section at a time and "analyse what could be done better in each section" enabling continuous improvement. The RAMBO will be carried out with HAZOP during the project.

1.3.4 DESIGN & ERGONOMIC REVIEWS

During the detail design will be reviewed the client to assess the following criteria;

f) Constructability

g) Maintainability

h) Commissioning

i) Operability

These will be recorded on a design review sheet with actions recorded for further information or correction before fabrication and construction commences. These will either be done in small group sessions with the client or by the client and project team separately. The purpose of this review is to assess the design through its complete life cycle. It should consider such items us construction equipment available, safety in construction, commissioning access requirements, operator and maintenance personnel requirements with review of vendor.

1.4 The Republic of the Union of Myanmar Environmental Regulations in Design & Construction

VPower, regularly undertaking similar works in the Myanmar, will provide the detailed Design and Construction requirements to the Design and Construction Sub-Contractors. The majority of the Contractors are also Myanmar based and well versed in the specific and international regulations and standards for undertaking works there.

However, it is recognised that the majority of design and construction standards are unified with the International Standards for the equipment and power plant sector, with local and national codes being applied for permits and specific regulations.

1.5 Environmental Design Basis

VPower, regularly undertaking similar works in the Myanmar, will provide the detailed Environmental Design and Construction requirements to the Design and Construction Sub-Contractors. The majority of the Contractors are also Myanmar based and well versed in the specific and international regulations and standards for undertaking works there.

The following documents will form part of the formal documentation to be referenced and integrated with the Design. Prior to design commencement a review will be held to ensure current version of all applicable Standards are in hand for the Design to progress.

Environmental Conservation Law -2012
Environmental Conservation Rules – 2014
Ministry of Environmental Conservation and Forestry
Republic of the Union of Myanmar
Electricity Law – 2014
Environmental Impact Assessment Procedure - 2015
(In case of any dispute, English Version Shall be Referred to and Shall be Final)

Republic of the Union of Myanmar
Ministry of Environmental Conservation and Forestry, MOECAF
Environmental Policy -1994
Environmental Conservation Department

1.6 Best Available Techniques (BAT)

Throughout the Design and Construction activities reference and utilisation of the Best Available Techniques will be utilised by the EPC team. To ensure that the outcome is in line with World's Best Practice. This includes Technical, Construction, Health and Safety and Environmental Best Practices. These are benchmarks that the international and national groups in our team are required to work to for all projects.

1.7 Health, Safety, Environment & Security Approach

Health, Safety, Environment and Security is detailed in the various sections of this proposal and the attach plans. It is a fundamental aspect of al project development and a core Company value.

The following further highlights our approach to managing the site to minimise risks both in HSE and Security for our workforce, Vendors, Sub-Contractors and the Client's Team.

1.7.1 DESIGNATED WORK PLACE

a) Work area shall be maintained for cleanliness

General requirement as follow:

a) Work areas, walkways and stairs must be clear of debris.

b) Cords and hoses must be properly supported overhead.

c) Access to ladders cannot be blocked.

d) Clean-up is a daily requirement.

e) Remove nails protruding from timber.

f) Remove combustible material on a regular basis.

g) Containers are to be used for the collection of trash and debris

1.7.2 WASTE DISPOSAL

Waste handling and disposal are to comply with Waste Segregation procedures. Liquids and solvents must be covered and stored in approved containers and labelled.

a) Trash chutes must be enclosed.

b) Access to indoor drop chutes must be limited and flagged off.

c) Clean-up on a daily basis.

d) Maintain dust control.

e) Establish limited access areas where appropriate.

f) Use respirators if conditions require.

g) Trash chutes are required whenever materials are dropped more than 6m outside a building.

h) Waste bins are segregated between organic waste (food waste), metal/glass waste, hazardous waste and concrete waste. Client shall develop and manage the operation of a sewage system, sanitary landfill, construction waste dump, medical waste system and used oil/fuel/chemical storage. The sub-contractor shall dispose of waste to approved facilities as detailed below or in accordance with other plans approved by client. All waste disposal work by the sub-contractors shall be with approval of the Project HSE Coordinator.

i) Clean up by the sub-contractors of the various work sites and stockpile areas shall be a regular activity and shall include the removal of surplus and disposal of waste. Disposal of material by burning is prohibited.

1.7.3 USE OF DIESEL / PETROL POWERED EQUIPMENT

a) Mobile containers shall be specifically labeled and avoid using the same or similar containers for drinking water.

b) Storage equipment shall not be near fire or direct heat areas including welding sparks.

c) All petrol / diesel engines used for the work, including welding machines and vehicles shall be properly tuned to avoid excess emissions and contamination.

d) All diesel/petrol powered equipment shall have fire extinguishing equipment fitted or on standby nearby such as handheld extinguisher suitable for fire type.

e) Equipment is not to be located in a position where the exhaust fume could affect work areas. Particular care must be taken to prevent contamination of any confined spaces.

1.7.4 CONTROL HAZARDOUS SUBSTANCES

The VPower and the sub-contractors shall make hazard assessments of materials and supplies required to perform the works for this project and identify alternatives for those considered a significant environmental threat.

The VPower and the sub-contractors shall develop an Oil, Fuel and Chemicals Spill Response Plan and provide spill control equipment relevant to the risk involved. The plan shall be included in the Sub-Contractor's management plan.

The VPower and the sub-contractors shall forward copies of Materials Safety Data Sheets (MSDS) to the Project HSE Coordinator and maintain a set of relevant MSDS's for the storage area and/or points of use.

The VPower and sub-contractor is required to report any fuel or hazardous substance spills of greater than 5L to the Project HSE Coordinator, and all practical steps shall be taken to clean up the spilled material, depending on type and quantity.

The following guidelines are applicable for all potentially hazardous materials storage:

a) Must be properly stacked to prevent spillage.

b) Aisles must be kept clear.

c) Materials stored outdoors need to be quantified, clearly identified and safe for weather conditions.

d) Storage within 2m of floor openings or 3m from exterior edge of unprotected floor or roof is prohibited.

e) Stack stored material within reasonable, safe height limits.

f) Be aware of fire prevention requirements.

g) Flammable materials must be properly identified.

h) Storage of materials shall not obstruct exits.

i) Put spill kits nearby for emergency response

1.7.5 ANIMALS AND NATIVE FAUNA

a) The possession of any animals, domestic or native, at the camp or site is prohibited.

b) The feeding of native fauna at the camp or site is prohibited, to avoid attracting rodents and scavengers.

c) Hunting, disturbing, capturing or destroying native animals and birds within the camp, site or the mining area is prohibited.

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d) Transport of native animals or birds in any sub-contractors or site vehicle, boat or aircraft is prohibited.

1.7.6 PESTICIDES

Approval for use of pesticides shall be obtained in writing from the client and Project HSE Coordinator prior to being brought on to the site. Approved pesticides shall be used strictly in accordance with the manufacturer's instructions and warnings.

1.7.7 FIRE PROTECTION

a) No open fires shall be permitted at the site or the camp.

b) The contractor's work practices shall prevent welding sparks, vehicle sparks or cigarette butts from accessing potential fire-starting areas. Adequate separation distances from the native bush shall be maintained.

c) The contractor shall train all staff for fire control, fire fighting and containment measures.

d) Fire fighting equipment shall be kept at the site and maintained by the sub-contractors or client and responsibility shall be confirmed prior to mobilization.

1.7.8 WASTE SEGREGATION

This plan applies to any material (solid, liquid, or mixture) that is surplus to requirements for the construction or commissioning phases.

Hazardous Waste (B3): includes materials contaminated with hydrocarbon solvents, chemically treated lumber, fuels, paints, coatings, residue, heavy metals, and similarly toxic materials.

Non-Hazardous Waste: Includes untreated lumber, medical waste, solid sewage waste, scrap metals, waste oils, lubricants and other waste not designated as hazardous by Site Management. If elimination of a waste is not possible, minimizing the amount of waste generated shall be targeted. The following hierarchy of waste management practices shall use:

a. **Source Reduction; The generation of less waste through more efficient practices, such as :**

a) Material elimination.

b) Inventory control and management.

c) Material substitution.

d) Process modification

e) Improved housekeeping.

b. **Reuse – the use of materials or products that are reusable in their original from such as :**

a) Non-hazardous waste containers

b) Wooden pallets.

c. **Recycling / Recovery – the conversion of wastes into usable materials and / or extraction of energy or materials from wastes, such as :**

a) Recycling scrap metal.

b) Recovering oil from tank bottoms and produced water.

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d. **Treatment – the destruction, detoxification, and / or neutralization of residues through processes such as Biological methods :**

a) Composting, tank based degradation.

e. **Responsible Disposal; depositing wastes on land or in water as permitted by regulations, using methods appropriate for a given situation. Disposal methods include :**

a) Land filling.

b) Land spreading or land farming and incineration.

Given the complex nature of the waste expected on the project, waste segregation shall be implemented involving sorting and separating waste on the basis of its characteristics.

Waste materials shall be segregated at source by providing coloured and marked (with universal symbols and writing in English and Bahasa Indonesia) bins for storing the waste as follows:

1.	**Red**	**:**	**Used metal or scrap.**
2.	**Green**	**:**	**Organic**
3.	**Blue**	**:**	**Recycle.**
4.	**Black**	**:**	**Hazardous Waste**

Bins shall be labelled describe in English, Bahasa Indonesia, and International symbols, the types of waste deposited in the bin and the precautions when handling the waste.

Bins shall be placed in offices, constructions location, mess centres, and clinics. No waste collection bin shall be allowed to overflow before it is emptied, and waste storage receptacles shall be replaced promptly, in the event damage.

A sufficient number of bins shall be placed for each type of waste at waste collection points, depending on the variety and quantity of the wastes expected from the location.
These bins shall be placed and emptied in an effective and timely manner in appropriate waste disposal areas.

1.7.9 COLLECTION AND CLEANLINESS

All solid wastes shall be managed and properly packaged and disposed of. The camp and work site shall be kept in a neat, clean and safe condition. All debris and rubbish shall be properly removed into disposal area.

A waste squad shall be assigned by the VPower and sub-contractors for their respective areas of responsibility to operate a service for the storage, collection and disposal of garbage, cleaning of laydown areas, roads, offices and sanitary facilities. Garbage pickup points accessible to trucks shall be provided as required, and include the following:

a) Provide a vehicles capable picking up garbage and transporting it in a safe and sanitary manner. The garbage shall either be taken in plastic bags or in drums with tight fitting lids.

b) Use of a sufficient number of fly proof bins or containers for all food establishments, and work sites to maintain cleanliness. Bins shall be cleaned immediately after being emptied.

1.7.10 NON HAZARDOUS WASTE

Segregated non-hazardous waste shall be disposed of by the sub-contractors. In general all waster shall be removed from the site to an approved facility.

Proposed Methods of Handling Scrap Tyres as follow:

a) Tyres stored awaiting disposal or transport for take-back and, recycling or waste-to-energy options; should be stockpiled in volumes less than 3m in height and 200m2 in area and at least 10m from any other tyre storage area.

b) All reasonable and practicable fire prevention measures must be implemented, including removal of grass and other materials within a 10m radius of the scrap tyre storage area. Adequate fire-fighting equipment must be maintained close by.

c) Waste tyres shall be stockpiled and delivered by the sub-contractors.

Proposed Methods of Handling Sewage Waste Water as follow:

a) Waste water shall flow through the sewage system. Shower and sink water shall be filtered through natural soil, while toilet waste shall be contained in septic tanks and degraded naturally.

b) Wherever practical septic tanks, or portable toilets, shall be utilized for disposal of sewage waste water and general waste water

c) If ground conditions are not amenable for the use of septic tanks, special chemical waste water treatment plants shall be utilized with discharges meeting environmental guidelines for water discharge to the environment

1.7.11 HAZARDOUS WASTE

Hazardous and toxic material wastes (abbreviated B3 wastes) are raw materials of hazardous and toxic nature which are not utilized due to being damage/expired, remainder of material/packaging, spills, residual of processes, used oil, waste from ship and tank cleaning activities, requiring special handling, and processing as listed in Governmental Regulation Number 18 Year 1999 regarding Hazardous Waste Management and its amendment PP. 85/1999.

Surplus hazardous materials and wastes shall be disposed of at an approved facility.

At each work place, used oil shall be collected by the sub-contractors in drums, re-pumped by either a hand or powered pump to a secure container and removed to an approved facility for disposal. It is the sub-contractor's responsibility for used oil collection, storage and transport to the approved facility. Storage of used oil in drums shall be strictly controlled to avoid contamination.

A covered and enclosed storage area shall be established for hazardous waste, which shall hold the waste until it can be transported to a certified hazardous waste facility off site.

f) Fuel, oil, chemicals and paint shall be disposed in accordance with Environmental Instruction - regarding Oil, Fuels, Chemicals and Paints. The Sub-Contractor must not discharge any waste water to water courses except with prior Site Authorized Person approval. Only approved camp and site amenities are to be used for toileting, ablutions and laundering.

g) Oils, used oils, fuels, toxic chemicals and paints shall be stored in the sub-contractor bunded or approved demarked areas in accordance with appropriate standards and regulations. Lined bunded storage areas are to be used where leakage to ground can occur. This should apply where tanks over 2,000 L capacities are used. A HDPE liner, sand covered is recommended as is the use of an oil sump.

h) Storm water runoff from fuel storage and transfer operation areas shall be intercepted and drained to an oil-retaining sump. Accumulated oil shall be removed and disposed in a manner approved by the Site Authorized Person.

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i) Only trained personnel shall be involved in fuel oil and hazardous chemicals handling. The Contractor shall not commence any work unless it is demonstrated to the Project HSE Coordinator that sub-contractor's safety/environmental equipment, tools and materials are adequate.

j) Vegetation (bushes and grass) surrounding fuel storage areas shall be regularly slashed and removed as a fire protection measure.

Additional measures are covered in Traffic Control Plans and the other project related documents that would be developed. Safety as per the previous sections describing JSA's, Toolbox meetings and the 5x5 system before commencing work are all key methods of protecting the workforce and providing the best result for the project.

Refer

- Attachment EXH9-03 Security Plan Matrix Prelim Dec 2017

1.8 HSE & Security Description

Please read in conjunction with the preceding sections also.

1.8.1 HSE INSPECTIONS AND ENVIRONMENTAL MONITORING

A program of periodical inspections shall be documented, implemented and maintained. Unscheduled inspections may also be carried out and documented as necessary. The purpose of the inspections are to ensure that all work areas controlled by Project Management are maintained to adequate standards and to ensure that hazards are identified, assessed and timely corrective action is taken. A team of personnel consisting of management and Supervisory representative(s), a member of the work force, HSE personnel and an elected HSE representative shall undertake the workplace inspections. Checklists shall be made available to the inspection team.

Where an inspection reveals a deficiency, corrective and/or preventive action shall be nominated on an Action Plan.

The Project Manager shall review records of scheduled and unscheduled inspections and associated Action Plans.

1.8.2 WORKPLACE INSPECTIONS

An inspection of the work site shall be conducted daily by Project HSE Coordinator or approved representative to identify potential hazards, assess the effectiveness of controls and housekeeping matters. Actions required for improvement shall be recorded on the Site Inspection record and followed up to ensure timely completion. Periodical site HSE walkthroughs with sub-contractors shall be conducted to ensure Zero Harm to the environment and non-conformances shall be immediately rectified by each contractor.

1.8.3 AUDITS

Initial evaluation of this Project HSE Management documentation (i.e. a desktop audit) shall be conducted to assess compliance with client, legislative and regulatory authority requirements, and relevant standards within one month of mobilization to site.
HSE Manager shall undertake environmental management system audits together with HSE audits, conducted nominally as follows:

k) Start-up audit within 4 weeks after mobilization

l) Site audit 3 monthly after commencement

m) Close-out audit 4 weeks prior to Practical Completion

A program of environmental audits is performed to ensure that management strategies are implemented and are performing to appropriate standards. Environmental monitoring and auditing results shall be reported to the client and appropriate authorities.

Audit reports shall be completed, approved and distributed and corrective and preventive action required shall be determined and addressed in a timely manner. The Project Manager shall ensure items identified are actioned, and shall review findings for environment aspects from the HSE audits. The HSE Manager/Coordinator shall monitor the implementation and follow-up of actions to ensure their effectiveness.

The audit results shall be communicated to all project personnel. Auditors shall not be personnel based full-time at the project site and may be independent consultants if approved by the Project Manager.

Please read in conjunction with the preceding sections also.

Refer

- Attachment EXH9-01 Health & Safety Mgt Plan_Preliminary Dec2017
- Attachment EXH9-02 Health & Safety Management Matrix Prelim Dec2017
- Attachment EXH9-03 Security Plan Matrix Prelim Dec2017
- Attachment EXH9-04 Environmental Management Plan Dec2017

1.9 HAZOP & Other HSE Reviews

HSE risk in engineering / design and construction is managed through a number of process. The risk management tools used by VPower for this project are outlined below;

n) HAZOP

o) CHAZOP

p) RAMBO

q) Design & Ergonomic Reviews incorporating the following;

  ix. Constructability

  x. Operability

  xi. Maintainability

  xii. Commissioning

r) Constructability Workshops

In addition HSE Audits are conducted throughout the project, all works undergo Job Safety Analysis (JSA's) before commencing works and the 5x5 approach is adopted. This is further coupled with daily Toolbox meetings to bring the basics directly to the workforce and help mitigate risks with constant reminders of activities and HSE concerns / observations throughout the Site.

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1.9.1 HAZOP

A Hazard and Operability (HAZOP) study is a structured and systematic examination of a planned or existing process or operation in order to identify and evaluate problems that may represent a risk to personnel or equipment, or prevent efficient operation. A HAZOP is a qualitative technique based on "guide words" and is carried out by a multi-disciplinary team (the HAZOP Team) during one or more meetings.

1.9.2 CHAZOP

The CHAZOP is similar in format to the HAZOP but is conducted on the Control and Computer systems for the project. This will be carried out once the functional specification, interlock diagrams and control system are designed.

1.9.3 RAMBO

RAMBO stands for Reliability, Accessibility, Maintainability, Buildability and Operability. This is done early feed, so that the design has not progressed too far. This requires going through the process flow diagrams and Process and Instrument Diagrams one section at a time and "analyse what could be done better in each section" enabling continuous improvement. The RAMBO will be carried out with HAZOP during the project.

1.9.4 DESIGN & ERGONOMIC REVIEWS

During the detail design will be reviewed the client to assess the following criteria;

j) Constructability

k) Maintainability

l) Commissioning

m) Operability

These will be recorded on a design review sheet with actions recorded for further information or correction before fabrication and construction commences. These will either be done in small group sessions with the client or by the client and project team separately. The purpose of this review is to assess the design through its complete life cycle. It should consider such items us construction equipment available, safety in construction, commissioning access requirements, operator and maintenance personnel requirements with review of vendor.

1.1 HSE Incident Reporting & Investigation

The Company has a well-established system for the process and guidelines for the prompt investigation of incidents and injuries and to effectively identify the immediate and underlying causes or contributing factors.

This system is applied immediately for the following:

a) The report of/or treatment of any person claimed to have been injured during the course of their employment;

b) Actions that have been taken to control or isolate any situation, which may result in an unplanned or uncontrolled event occurring; and

c) A near miss.

The primary purpose of any incident/injury investigation is to identify and correct the root causes of a reported event through detailed analysis of contributing factors as soon as possible. It is to be used as a valuable tool in the prevention of potential future injury or loss. To be effective, the investigation must be planned and prepared for in advance.

It is our policy to identify, investigate, report and review all reported incidents, no matter how minor. Refer to the Incident/ Injury Investigation Level Flowchart.

However, the extent of an investigation, report and review process should reflect the severity level of the incident/injury.

The investigation level of any reported incident depends on its potential or actual severity. For the purposes of this procedure there are five distinct levels of incident investigation and reporting, namely:

i. Catastrophic

ii. Major

iii. Moderate

iv. Minor

v. Insignificant

For further detail refer to the, Investigation Level Matrix.

1.1.1 CONDUCTING THE INVESTIGATION

The steps for carrying out an investigation are:

a) Management select the Investigation Team Leader who must be trained in Incident/Injury investigation and approved by the Project Manager to lead any investigation.

b) Team Leader briefs the team and assigns tasks

c) Team members gather data

d) Team determines the chronological sequence of events

e) Team identifies contributing factors to the event

f) Team structure data on a "Causation" diagram

g) Team determine corrective actions and assign responsibility and time frames

h) Team leader confirms corrective actions are understood and achievable with assigned Supervisors or Managers

i) Team leader completes and circulates draft report for comment

j) Management approve and act on report and team leader issues final report.

Refer Incident/Injury Investigation Flowchart.

1.1.2 SITE INSPECTION

It is important that the team visit the incident site as soon as possible after the event to gain a better understanding of the scene and event circumstances. Where possible, the incident should be re-enacted under the advice of those most closely associated to the event.

Witness statements will also be better understood if the site has been visited.

1.1.3 INTERVIEWS

Witnesses (circumstantial or eye witnesses) should be interviewed (if applicable) at the earliest opportunity after the incident preferably within the hour to avoid inadvertent or deliberate collusion of information. All witness statements shall be recorded on the Witness Form.

It may not be possible to assemble the team in time for the interviews and the Line Supervisor may need to carry out interviews and obtain data, especially if key witnesses are departing the area.

Witnesses for category 1 and 2 events may only leave the area with the approval of the Project Manager or most senior Clough person on the Project.

Interviews should be conducted using the following techniques:

k) Identify to the witness the purpose of the investigation. "To identify the contributory factors and assist in preventing a recurrence of the event. NOT TO PLACE ANY BLAME."

l) Where possible, choose the location and setting for the interview carefully. It may be useful to conduct part of the interview at the scene of the event, as it will help the person explain the circumstances more clearly.

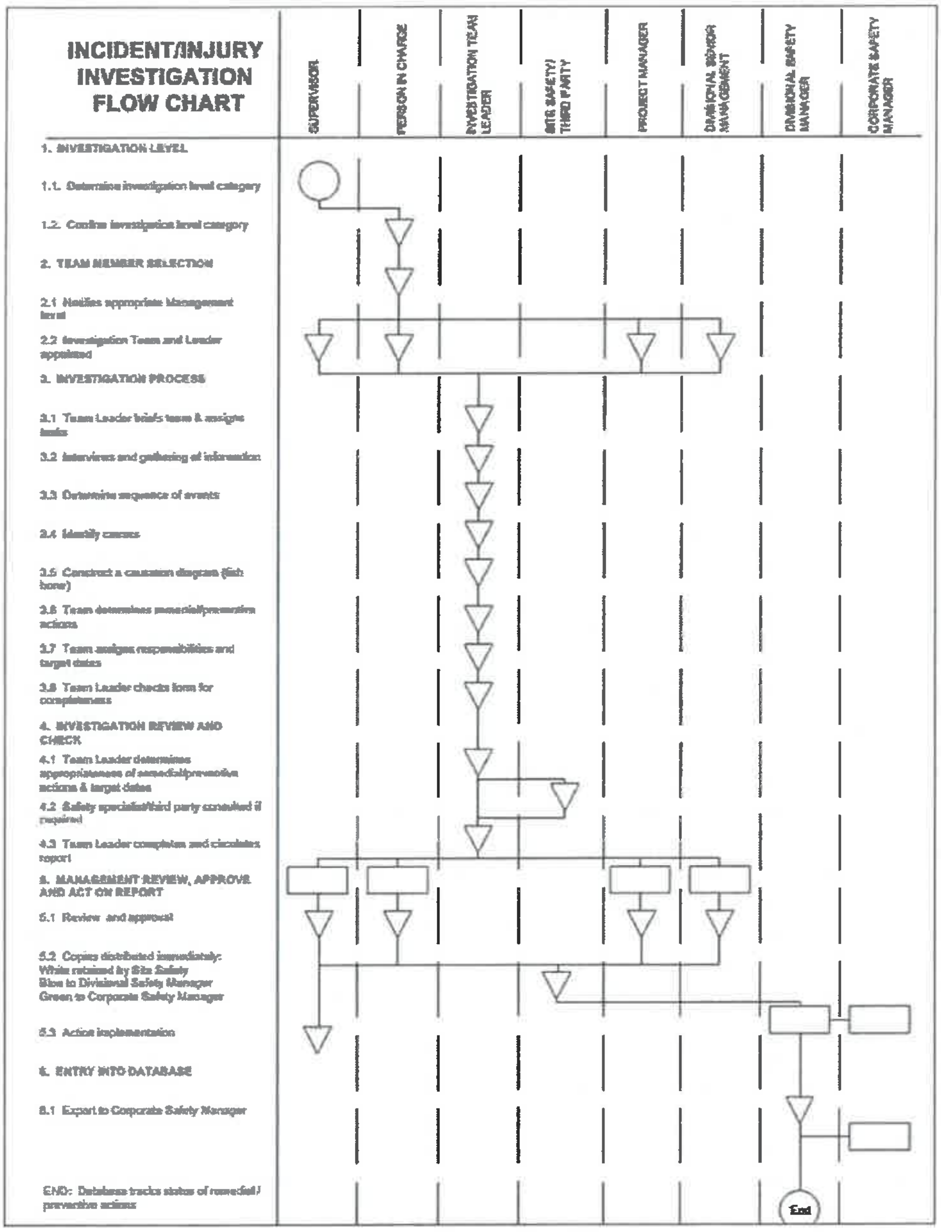
m) Ask the witness to describe his/her full version of the event and allow this to occur uninterrupted. Key points should be noted down as this occurs.

n) Remain impartial and objective. Be sympathetic, the person may be upset or in shock. If the event was fatal or traumatic, you may have a first aid person standing by. Explain you are interested in only what they actually saw or heard.

o) Draft the witness statement on his/her record relay of events ensuring the record is described in sequence. At the completion of the statement, read the whole statement back to the person, again without interruption.

p) Review what the witness has relayed, step by step. This allows the person to be sure you have recorded what they meant.

q) Reassure and thank the person for their assistance and ask them not to discuss the event with other witnesses when they are satisfied with the statement, have them sign and date the form



For further details please refer to the complete procedure available on request. Elements of this are also carried through in the Health and Safety and Environmental Management Plans for the project to ensure communicated on a regular basis to all Team Members, Vendors who attend site and Sub-Contractors.

No	DESCRIPTION	TIME & ACTION BY	REMARK
1	**Objective & Target** a. No fatal work accident b. Injury Frequency Rate = 0 c. Property Damage Frequency Rate = 0 d. Injury Severity Rate = 0 e. Safety Awareness extent = 100 % (minimum 95%)	Commitment to excellent guides all Company employees and their contractor to work safe, health and avoid pollution as long as working in client operational area. Work cooperatively and construct good communication with client will raise good environment to achieve the target	
2	**Competency** a. GIP & SSIP b. Basic Safety Training - Isolation & Tagging - Working at High - Confine Space - Safety Defensive Training c. Certification	a. Employees who will work to the job and induction held by client. b. VPower personnel must hold basic safety competency including LOTO, Work at high and Confine space. Driver shall hold SIMPER to drive on client area after he pass from SDT. Training competency are conducted by client c. Certification for basic competency for supervisor and above level. VPower personnel are recommended to have.	ORIGINAL
3	**Hazard Identification** a. HAZOP (Hazard Operability) and General Risk assessment	a. HAZOP and/or General Risk assessment document is generated from client owner area and/or engineering designer and client EHS for initial hazard information. Company will participate to generate basic Hazard and Operability Studies (HAZOP) according to basis engineering design with owner area. Document can be reference for construction phase and it shall be communicated to all contractors. The Contractor shall make available suitably qualified personnel to participate in the HAZOP. Company HSE Representative shall appoint a chairman for the HAZOP. The Contractor shall be required to provide all input data for the operation of the HAZOP.	

No	DESCRIPTION	TIME & ACTION BY	REMARK
		The Contractor shall be responsible for the implementation of the findings of the HAZOP and for carrying out any modifications to design or plant required by the outcomes of the HAZOP	
	b. JSA (Job Safety Analysis)	b. JSA's shall be used throughout the Project to identify hazards and develop ways to effectively manage them. JSA's shall be conducted on all major or nominated activities detailed in the Project procedures, and on non-routine or potentially hazardous activities identified on the job. Prior to performing those activities, the relevant supervisor shall explain the JSA to his workforce and ensure that they understand the hazards and the control measures. With nature construction management, VPower Personnel will emphasize to Constructor to generate General JSA as result of site visit, work method designed by their Project Coordinator as detail hazard information for the jobs. With this information can be useful for Supervisor to generate more detail JSA as well as daily work plan by their team. JSA considered as live update document that can be revised compare with risk level, work environment and work scope changes. Definitely, this document must be reviewed by HSE team and approved by owner area. Any changes will cause JSA update, for instance work scope, location or risk level. New revision shall be proposed by Supervisor and Project Coordinator with approval from HSE	
	c. SOP (Standard Operation Procedure)	c. Routines job shall be written in to procedure and well maintained developing for the control of activities that have potentially significant OHS risks. These shall include all OHS requirements for the activities to be followed by the Supervisor and relevant crews. Where – for example an activity forms part of a construction process covered by a Method Statement, the relevant procedure(s) shall be referenced from, or form an attachment to the Method Statement	

ORIGINAL

No	DESCRIPTION	TIME & ACTION BY	REMARK
4	**Permit** a. Isolation & Tagging	a. Mandatory system applies to protect excess energy source to raise unexpected event during work for maintenance or rebuild existence plant. Whole people must involve into this system and follow accordingly. Tight coordination, communication, control and monitoring will give assurance for safe and succeeding. LOTO system will be applied for this project. "One Man, One Lock, One Key"	
	b. General Work Permit	b. Work permit shall be submitted by Project coordinator / supervisor to person who responsible area of the operation. This permit only valid for 14 days and enable to extend. Since project duration takes longer period, permit should be proposed to have area manager approval. Permit is also available for use the client area as material placement and rest area, thus project has no obstacle. Permit submission shall be provided with supporting document for work, evidence of worker understanding of the scope and another specific work permit	ORIGINAL
	c. Hot work permit	c. Hot work permit shall be submitted to ensure involved equipment unit, placement and work method will raise no fire and explosion accident.	
	d. Road access permit	d. Admittance to heavy equipment traffic. VPower personnel should emphasize their contractor to get permission prior to mobilize use for material transferring and worker mobility thus will make no traffic accident. Escorting is necessity for oversize material mobilization on the road	
	e. Lifting plan		

No	DESCRIPTION	TIME & ACTION BY	REMARK
		e. VPower personnel should check documentation to prepare lifting which shall be provided with lifting plan for hoisting of loads exceeding 5 t; Operations where the total load exceeds 75% of the equipment's capacity; Operations where two or more items of equipment hoist the same item of cargo simultaneously; or load lifting involving complex geometry. This plan shall be made up by authorized personnel (rigging engineer)	
	f. Static line arrangement	f. Static line shall be installed at workplace with un-reach area from scaffolding or un protected platform from falling down. Arrangement should be approved by engineer.	
	g. **Scaffolding plan**	g. VPower personnel should check Scaffolding design that follow accordingly construction request and fulfill work at height requirement. Those are needed well acknowledge by field project coordinator and HSE team. After that, whole design and step of erection shall be communicated to installer	
5	**Equipment Check & Inspection and other monitoring & measurement**		
	a. Vehicle	a. Light and heavy equipment are checked periodically either of internal or external party. Driver has responsibility to conduct daily inspection prior to start of operation. Those vehicle has been permitted to enter Client area and other specific area (mining, process plant, hydro electric plant, etc)	*Color code tagging and/or adhered label to indicate the condition*
	b. Crane & lifting equipment	b. VPower Personnel shall ensure Crane dan lifting gear are periodicaly inspected by 3rd party, every 3 months. Pre-operate check by operator it self is a must	
	c. Electrical tool	c. VPower Personnel shall ensure Electrical tool & instrument such as temporary panel, extension cable, power tool, welding engine, etc. At least monthly basis inspection by competence person.	

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No	DESCRIPTION	TIME & ACTION BY	REMARK
	d. Personnel Protective Equipment	d. PPE's set shall be periodically checked by HSE personnel. Pre-use check is a must for user. Certain PPE should be provided as well as work nature.	
	e. Scaffolding & static line (working at height)	e. VPower Personnel, before climb to certain location in height, shall ensure the erected scaffolding has periodically inspected least by weekly. Static line is installed by their HSE personnel and periodically inspected by weekly.	
	f. Air circulation (Confine Space)	f. VPower Personnel, before enter to certain location in confine space, shall ensure Air circulation has checked by constructor HSE personnel who in charge in the area and make sure those circulation running well and work temperature constantly into tolerable for work in confine space	ORIGINAL
	g. Gas and temperature (Confine Space)	g. VPower Personnel, before enter to certain location in confine space, shall ensure Gas and temperature has periodically checked and safe environment inside. Their HSE personnel who responsible in this measurement must check periodically	
	h. Confine space sentry (Confine Space)	h. VPower Personnel before enter to certain location in confine space, shall register his name into list provided by sentry and must follow his direction when emergency condition happened.	
5	**HSE Visual Management** a. HSE sign	a. Safety signages are prepared by contractor HSE team prior to start of work. A visually practice to explain hazard identification and risk control about related work	
	b. Barricade	b. Barricade used to be demarcation line to minimize human exposed inside dangerous area	

No	DESCRIPTION	TIME & ACTION BY	REMARK
	c. HSE message	c. Safety Message is part of visual management that update appropriately according to hazard changes in work area	
6	**Emergency Plan** ORIGINAL	Emergency response plan define according to major hazard indentification and workplace condition. VPower will organize ERP establishment for the project with their constractor. Plan and design shall be shared to Client due to complete facilities they had. In general the plan as following a. Evacuation route, sign and potensial rescue plan are define by Constractor HSE team and open discussion with Client for more detail action b. All personnel must understand for emergency response plan and they have to be socialized prior to start of work. HSE representative will take in charge for it. c. In certain level of emergency condition could be handled by contractor HSE team it self. For instance, small fire, first aid case and/or nearmiss. However, higher level with bigger impact that may cause Client operationally impact. It shall be handled by Client team d. VPower personnel has been provided with emergency call list to have direct contact to Jakarta for further assistance	Client
7	**Environmental Control** a. Waste management	a. Waste generated from construction activity will be handle and treat refer to Client procedure of Client 01. Waste bin is closely placed and indicated with color code, for instance, general waste & organic with green bin and metal scrap with red bin color. Company has resposible to manage transferring process with Client approval for final disposal area	*Disposal area will be defined by* Client *project owner.*

No	DESCRIPTION	TIME & ACTION BY	REMARK
8	**Hygienity & Sanitary** a. Sanitary	a. VPower personnel shall use sanitary provided by Client and raise the contractor Company to request permission to authorized area to use nearest sanitary facility on workplace. All crew shall be use this facility to avoid unexpected event caused an health impact on field and maintain cleanliness & tidyness.	
	b. Drinking water & Meal	b. VPower personnel shall ensure hygiene standard for drinking water and meal on field and emphasize the contractor to do the same to their crews. They shall prepare their own cleanliness before consume it. Excessive water need to provide to prevent dehydration when work at heat stress area	
9	**HSE Audit** a. Behaviour Base Safety Observation	a. VPower Personnel should introduce & check implementation Safe work behaviour observation programmes, which is conducted by the team which consist of supervisor to site management. Observation and its report at least once per week then review it to have continual improvement manner.	ORIGINAL
	b. STOP Card	b. VPower personnel should introduce & check implemention STOP card to their contractor as STOP work authority programmes and periodically reviews the result. HSE responsive in workplace are aim of people involvement. They have authority to stop for unsafe work which shall be reported to his superior. Work enable to start when unsafe been solved.	
	c. HSE layer Audit	c. Safety layer audit (SLA) is conducted either of Company or client as owner area	
	d. HSE Patrol	d. VPower personnel should introduce & check implementation periodical or even shock patrol programmes. Each unsafe condition/act barely seen at each workplace shall be stopped the related work. Corrective/preventive	

No	DESCRIPTION	TIME & ACTION BY	REMARK
		action shall be conducted until safe condition reach before work continued. Audit/patrol finding shall be followed up by relevant people who responsible in that workplace.	
10	**HSE Review Meeting** a. Daily tool box meeting	a. Daily meeting shall be established by each contractor supervisor with his worker. To review daily HSE then HSE rep shall be attend into the meeting. VPower Personnel will check their action records.	
	b. Weekly Safety Talk	b. General safety talk is established for every Monday morning and all employee shall attend into the meeting. Special event in that meeting were consists morning exercise and declare of safety commitment. VPower personnel will check their action records.	
	c. Weekly safety meeting	c. Weekly coordination meeting within contractor HSE team and Supervisor to review whole HSE issue. VPower Personnel will check their action records.	
	d. Weekly Coordination meeting	d. Weekly contractor internal management team meeting to review whole operation. VPower will check their action records	
11	**Reward and punishment**	VPower will emphasize the contractor to provide reward to employee who had good performance, safe behaviour and commit for good quality product oriented VPower will emphasize the contractor to prepare punishment system to employee who disobey safety regulations	
12	**HSE Record and Report** a. Daily tool box meeting & JSA	a. Contractor Supervisor shall submit their daily tool box meeting record evidence to their HSE admin	

ORIGINAL

No	DESCRIPTION	TIME & ACTION BY	REMARK
	b. Daily HSE activity	b. Daily activity report shall be submitted from Contractor HSE respresentative use to review by HSE project leader (Safety Inspector)	
	c. Inspection record	c. Equipment & tool inspection report shall be submitted from relevant competence personnel to contractor HSE project leader (Safety Inspector) use to be reviewed	
	d. Weekly HSE performance report	d. Weekly HSE performance report shall establish by contractor HSE coordinator to inform current progress during the project either of client and client purpose	
	e. Monthly HSE performance report	e. Monthly HSE performance report shall establish by contractor HSE coordinator to inform current progress during the project either of client and client purpose. VPower personnel shall provide HSE performance report for internal purpose to Jakarta Office.	
	f. Accident-Incident report	f. Accident/incident report shall be released by constractor HSE coordinator after sequence investigation procedure and approved by Site management. VPower personnel shall involve into investigation process and report ro HSE corporate in Jakarta.	ORIGINAL

NO	DESCRIPTION	ACTION IN DETAIL	FREQUENCY & DURATION	ACTION BY
1.	Recruitment	Contractor shall utilize a professional process to recruit competent and **personnel with good** behavior.	New Hired	Subcontractor
2.	Badge and specific Identify	2.1. General Induction by Client: a. Company employees b. Contractor employees c. Visitor and vendors 2.2. Specific Project Induction ; a. All project employees regardless of company b. Visitors & Vendors	New Hired, Visit for business & Inspection	HSE Client & Company

ORIGINAL

3.	Execute Security Pacification	3.1. For project protection and security personnel will be issued with an identification badge. The Badge must be used by all personnel/workers in each work area. 3.2. Security has the right to check every vehicle and employee must cooperate with all security checks, • Observation & Checking for people: a. Badge, ID card, and work wear (for Contractor/Sub-contractor shall wear long sleeve shirt, reflective vest and helmet). b. Observe in between people work c. Check for bag, bringing stuff, etc. d. Monitor worker activities without declaration of presence • Observation and checking for vehicles: a. Entry permit approved by Client Security b. Valid license for the driver c. 4WD as mandatory to enter mine site d. Flash Light for Plant site entry e. Buggy whip for Plant site entry f. Passengers within legal/permitted number per vehicle g. Approved gate pass to return material or equipment out from Client Plant area. 3.3. Visitors must report their purpose of visit and submit their identity card (ID) to be exchange and replace it with the visitor pass. 3.4. Sudden Inspections without any notice 3.5. Indicators of Prevention and Social Engineering: 3.6. Conducted in an integrated way to abolish the source of criminal which has been formed as conditions change. The level of awareness and alertness of workers can be corrupted by individuals or groups criminal acts. Prevention and Social Engineering should be conducted in accordance with the existing circumstances and conditions. 3.7. If any criminal violation occurs (based on the management consideration), it will be reported to the local district police station for further action and should be supported by the relevant Manager and Client security systems also Head of Local Government and all the relevant institution. 3.8. At the level of an emergency; security guard, Client's security and workers will be forced to protect and secure all important objects in the mine area of Client, based on provision of project regulations.	During the project	Sub-contractor & Client's Security

ORIGINAL

4.	Monitoring & measurement	4.1. Security Check point a. The main entrance of Client mining area b. Several patrol points in the stockpile area c. Check point at Gate-2 Process Plant d. Check point at Contractor area 4.2. All workers who will perform activities in the area of Process Plant must be registered and submitted to the Security Client. 4.3. Patrols should be conducted during working hours throughout the construction area. 4.4. Security has the responsibility to warn workers for not entering a restricted area including stockpile.	During the project	Sub-contractor & Client's Security
5.	Guarding	5.1 The fence will be modified to restrict the critical areas such as Process Plant during construction activities 5.2 Security guard; will be placed at the Process Plant area. 5.3 Lighting; Exterior lighting has been strategically placed throughout the (Utility) to emphasize and highlight perimeters, gate and Guard Post access points, entry points into project area from gate-2, and areas of interest as lay down area and site office. 5.4 Signage; shall be put in clearly seeing area and consist as follow: • Security Check • A reminder to secure the area which mainly related to the key holder • A reminder to keep area secure • Signs with a 24-hour emergency phone number for a person who can respond to site. It should be posted at the main entrance gate and on the exterior of the on-site office trailer or building 5.5 Electronic access control; the card access points secure doors to buildings, access gates, and barrier arms. Through this technology, Security is able to effectively track and control access. Each employee and contractor is required to wear an identification/access badge which is individually tailored for specific access including Process Plant.	During the project	Company, Sub-contractor & Client Security

ORIGINAL

NO	DESCRIPTION	ACTION IN DETAIL	FREQUENCY & DURATION	ACTION BY
		5.6 Law Enforcement Support; Client Plant Site has developed strong partnerships with the local law enforcement agencies. These agencies support Client's security mission through collaborative training & exercises, observation patrols, response to incidents, and proactive meetings		
6.	Communication	6.1. Smooth line communication and reporting channels between security posts. Walkie talkie radio or cellular phones. 6.2. Line communication channels for specific incident and emergency response on working days. a. Security personnel on field will reports to his leader b. Group leader follow up this report to Chief Security c. Chief Security reports to Site Manager d. Then Site Manager will follow up to Client Security immediately	During the project	Sub-contractor & Client's Security
7.	Organization	7.1. Sub-contractor shall provide security organizations, including job descriptions and responsibilities 7.2. Sub-contractor recruits competent personnel security with specific requirement as follow: a. Fitness to work b. No legally flawed c. Experience as a security d. Have completed security training 7.3. Sub-contractor provides Security Plan and implementation program	In commencement of project	Sub-contractor & Client's Security
8.	Coordination	8.1 External Pacification a. Coordinated with or by Head of Human Resources, Clients, The External Relations and collaboration with line supervisors, perform external security, approach / coordination with government officials/ Client's Security Department and local community leaders/ public figure. 8.2 Internal Pacification a. Coordinated with or by Head of Human Resources and working closely with line supervisors, perform internal security, approach / coordination with government officials/ Client's Security Department and local community leaders/ public figure.	During the project	Sub-contractor & Client's Security
9.	Reporting	9.1 Periodical activities and performance report, including daily, weekly and monthly 9.2 Special Reports; Disruption of security, accidents, incidents, and other disturbances that should been reported earlier to security.	During the project	Sub-contractor & Client's Security

ORIGINAL

Annex 10
Invoice format

Company Name :
Address :
Phone No :

PROFORMA INVOICE

Attn : Managing Director
Copy to: General Manager (Finance department),
Chief Engineer (Thermal power department)
Electric Power Generation Enterprise
Ministry of Electricity and Energy
No.27 Naypyitaw.
Republic of the union of Myanmar

Invoice Number :
Invoice Date :
Due Date :
Contract :

No.	Description	Total

The xxx MW Power Plant in xxx , Republic of Union of Myanmar.
Power Electricity Production of xxx 20xx:

1. Payments for Electrical Energy Output
   Actual : xxx MWh
   MMK xxx
   Tariff : xxx USD / MWh
   (Including Commercial Tax 5% and Withholdings Tax 2%)
   (Exchange rate : 1 USD = xxx Myanmar Kyats (MMK))
2. Dispatch Deviation Payments: xxxx USD
   Xxxx MMK — MMK xxx
4. Payments owed for test energy — MMK xxx
5. Less 2 % Withholdings Tax — MMK (xxx)
6. Amount Now Due — MMK xxx

PAYMENT TERMS
1. Payment shall be made based on the above currency MMK
2. Payment shall be made in the full amount
3. The above payment can be made by transfer cheque
4. TRANSFER shall be made to: Account Number : Account Name : Swift Code : (if applicable)
5. Bank Detail Bank Name :
Seal & Signature of Authorized Persons

Active Energy Record Table of
(   ) MW Gas-Fired Electricity Generating Plant of (Company Name) in .... region
For the month of (xxx , 20xx)

Name of Feeder (xxxxxxxx) ----------------------
Master (Main) Energy Meter
EPGE's No. xxxxxxx (xxxxxxx) ----------------------
Manufacturer's Sr: No xxxxxxx xxxxxxxx ----------------------

(Back up) Slave Energy Meter
EPGE's No. ----------------------
Manufacturer's Sr: No ----------------------

Date	Time	(Main) Master Energy Meter (MWh)				(Back up) Slave Energy Meter (MWh)			
		Active Energy Sent Out From Generating Plant		Active Energy Received of Generating Plant		Active Energy Sent Out From Generating Plant		Active Energy Received of Generating Plant	
		Meter Reading	Energy Sent Out	Meter Reading	Meter Received	Meter Reading	Energy Sent Out	Meter Reading	Meter Received

	Representative of (Company Name)	Representative of Power System Department,MOEE	Representative of Thermal Power Department,MOEE	Representative of Mandalay Electricity Supply Corporation, MOEE
Signature	----------------------	----------------------	----------------------	----------------------
Name	----------------------	----------------------	----------------------	----------------------
Designation	----------------------	----------------------	----------------------	----------------------
Department	----------------------	----------------------	----------------------	----------------------

Gas Consumption Record Table of

( ) MW Gas-Fired Electricity Generating Plant of (Company Name) in .... region

For the month of (xxx , 20xx)

Date	Time	Main Meter (MMCF)		Back Up Meter (MMCF)		Main Meter (MMCF)		Back Up Meter (MMCF)	
		Meter Reading	Consumption	Meter Reading	Consumption	Meter Reading	Consumption	Meter Reading	Consumption

	Representative of (Company Name)	Representative of Electric Power Generation Enterprise , MOEE	Representative of Myanma Oil and Gas Enterprise, MOEE
Signature	----------------------	----------------------	----------------------
Name	----------------------	----------------------	----------------------
Designation	----------------------	----------------------	----------------------
Department	----------------------	----------------------	----------------------

Annex 11

Form of Performance Bank Guarantee

WHEREAS WE UNDERSTAND THAT *IPP POWER PURCHASE AGREEMENT OR PPA* DATED [ ] BETWEEN THE ELECTRIC POWER GENERATION ENTERPRISE (HEREINAFTER CALLED EPGE), BUILDING NO. 27, NAY PYI TAW, MYANMAR AND [*COMPANY AND COMPANY'S ADDRESS*]. (HEREINAFTER CALLED THE INDEPENDENT POWER PRODUCER OR IPP) TO DEVELOP, CONSTRUCT, FINANCE, OPERATE, MAINTAIN AND OWN A [400] MW GAS FIRED POWER PLANT LOCATED AT [THAKETA] TO PROVIDE ELECTRICITY TO EPGE. REFER TO PPA, IPP SHALL PROVIDE A BANK GUARANTEE (HEREINAFTER CALLED THE CONSTRUCTION SECURITY)

NOW IN CONSIDERATION OF ANY AMOUNT PAYABLE BY THE IPP TO EPGE UP TO THE SUM OF USD 5,000,000 (IN WORDS US DOLLAR FIVE MILLION ONLY) AS THE PERFORMANCE BANK GUARANTEE, WE [*BANK*] HEREBY IRREVOCABLY AND UNCONDITIONALLY GUARANTEE THE REPAYMENT OF THE SAID SUM OF USD 5,000,000 (IN WORDS US DOLLAR FIVE MILLION ONLY) ON YOUR WRITTEN DEMAND THROUGH MYANMA FOREIGN TRADE BANK, YANGON, MYANMAR IN THE EVENT OF THE IPP FAILING TO FULLFILL THE TERMS AND CONDITIONS OF THE PPA.

ANY CLAIM HEREUNDER BE RECEIVED IN WRITING AT THIS OFFICE ACCOMPANIED BY YOUR WRITTEN DECLARATION THAT THE IPP HAS FAILED TO FULLFILL THE TERMS AND CONDITIONS OF THE PPA DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT UNDER CLAUSE 9(c), ANY LIQUIDATED DAMAGES THAT MAY BE PAYABLE BY THE COMPANY UNDER CLAUSE 3(b)(viii), 3(b)(xi), 5(c) AND ANY OTHER AMOUNTS THAT MAY BE PAYABLE BY THE COMPANY TO EPGE FROM TIME TO TIME.

OUR LIABILITY UNDER THIS GUARANTEE SHALL NOT TO EXCEED THE SUM OF USD 5,000,000 (IN WORDS US DOLLAR FIVE MILLION ONLY) AND SHALL BE AUTOMATICALLY REDUCED IN PROPORTION TO THE VALUE OF EACH DRAWING.

.OUR GUARANTEE SHALL REMAIN VALID FROM EXECUTION DATE OF PPA UNTIL 1) THE 30 DAYS LATER OF THE ORIGINAL COMMERCIAL OPERATION DATE OR 2) [specific date], WHICHEVER IS EARLIER. UPON THE EXPIRY DATE THIS GUARANTEE SHALL AUTOMATICALLY BECOME NULL AND VOID WHETHER OR NOT RETURNED TO US FOR CANCELLATION.

EXCEPT TO THE EXTENT IT IS INCONSITENT WITH THE EXPRESS TERMS OF THIS GUARANTEE, THIS GUARANTEE SHALL BE SUBJECT TO THE INTERNATIONAL CHAMBER OF COMMERCE, UNIFORM RULES OF DEMAND GUARANTEE (PUBLICATION 758).

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF THE MYANMAR
MINISTRY OF ELECTRICITY AND ENERGY
ELECTRIC POWER GENERATION ENTERPRISE

LETTER OF ACCEPTANCE

This Letter of Acceptance (this "LoA") is issued on 6th September 2019 ("Commencement Date") in Naypyidaw, Myanmar, by Electric Power Generation Enterprise, Ministry of Electricity and Energy, Building No. 27, Naypyitaw, ("EPGE") represented by the Managing Director, Mr. Than Naing Oo to the Consortium of China National Technical Import & Export Corporation, VPower Group Holdings Ltd and VPower Holdings Ltd with registered address at Genertec Plaza, No.90, Xisanhuan Zhong Lu, Beijing 100055, The People's Republic of China and Units 2701-25, 27/F, Office Tower 1, The Harbourfront, 18-22 Tak Fung Street, Hung Hom, Kowloon, Hong Kong (the "the Company") represented by Mr. Ma Yongtao and Mr. Ng Wing Fai Oscar.

EPGE and the Company shall each be referred to as a "Party", and collectively the "Parties".

1. In order to fulfill the increasing electricity demand of the Republic of the Union of Myanmar, the Ministry of Electricity and Energy ("MOEE") published in the local newspaper an open invitation to all foreign and local investors to submit a proposal for the purchasing of electricity on IPP(BOO) basis in Thaketa on 28th June 2019, ("Invitation");
2. In response to the Invitation, MOEE received technical and commercial proposals from the companies ("Tender Response"), and after evaluating the said proposals, MOEE has determined to award the Company as the successful Bidder; and
3. The Parties intend to enter into this LoA to confirm their mutual understandings prior to entering into the Power Purchase Agreement (PPA) in accordance with the terms hereof.

Ma NW

Terms and Conditions

EPGE intends to purchase electricity from the Company and the Company intends to sell the electricity 400 MW to EPGE, subject to the terms and conditions substantially agreed and provided in draft PPA attached hereto as Attachment 1, and containing the fundamental terms and conditions summarized below.

Words and expressions defined in the draft PPA shall have the same meaning when used herein, unless otherwise defined herein.

Project	Purchasing of electricity 400 MW on IPP(BOO) basic in Thaketa.
Agreement Term	60 months starting from Commercial Operation Date, subject to term extensions by agreement of both Parties and provision of three (3) months' advance notice by EPGE to the Company.
Implementation of the Project	The Company shall commence construction and mobilization and shipment of equipment on the Commencement Date.
Commercial Operation Date	Commercial Operation Date to achieve the Net Dependable Capacity shall occur within 210 days from the Commencement Date or otherwise (subject to extensions due to Excusable Delays).
Approvals and Licenses	The Company shall in a timely manner obtain and maintain throughout the term all permits, approvals and licenses required under Myanmar laws and regulations for the Parties to perform their respective obligations in relation to the Projects.
Site availability and Access rights	EPGE shall assist the Company to acquire the land area for the mooring area for the Floating Storage Unit-FSU, the transmission line, and gas pipe line system meeting the specifications provided by the Company. EPGE (a) shall provide the land area for the Power Plant and the transmission line (as designated on the map in Annex 1 of draft PPA) meeting the specifications provided by the Company (the "Site") on the Commencement Date, and (b) shall ensure that the

	Company has all the access and use rights to and over the Site sufficient for the Company's Personnel to perform its obligations hereunder and to protect rights and title over the power generation units. EPGE shall ensure the availability of Site for the land-based Power Plant at the Commencement Date.
Gas pipe line facility	The Company shall construct new gas pipe line from FSU to Thilawa Gas Station and new gas pipe line from Thaketa Gas Station to the Power Plant at its own cost. The Company shall install one new block valves, one new block valves, one new block valves, other's required gas supply infrastructure and protection system at its own cost as well. The new gas transmission system constructed by the Company shall be complied in accordance with the requirement of EPGE. The Company shall arrange to get the required gas amount and pressure for the Power Plant at its own cost. Necessary land acquisition for gas pipe lines right of way shall be arranged by the Company at its own cost in accordance with the applicable laws of Myanmar. EPGE will assist to get necessary permission.
Fuel Availability	The Company shall be solely responsible for the arrangement of Liquefied Natural Gas (LNG) to operate the power plant. The Company shall arrange the stock of LNG enough for one week of full load operation of the Power Plant.
Net Guaranteed Output and Take or Pay	The New Net Dependable Capacity shall be 400 MW at any site condition. The take or pay of power purchase shall be yearly basis and the take or pay amount in MWh is seventy five (75) percent which shall be calculated based on the following formula

	Take or pay amount (MWh) = 0.75 * the Net Dependable Capacity or New Dependable Capacity (MW) * 8760 (hr)
Payments	All payments related to the PPA expressed in USD shall be paid in Myanmar Kyats based on the official USD:MMK exchange rate published by the Central Bank of Myanmar on the date of payment.
Tariff	Tariff shall be 12.20 US cent/kWh which is summary of Capacity Charges 4.15 US cent/kWh and Fuel Charges 8.05 US cent/kWh. Tariff shall be inclusive of all kinds of applicable tax in Myanmar and fixed for the entire concession period.
Delivery Point	EPGE shall provide permission for connection to the 230 kV bus of Thaketa substation.
Ownership	The FSU and the Power Plant, associated infrastructure and related equipment procured and owned by the Company shall remain the property of the Company. The ownership of newly constructed gas transmission system by the Company outside the compound of the Power Plant shall be transferred to EPGE free of charge and the cost in relation with the maintenance of newly constructed gas supply infrastructure shall be borne by the Company during the Concession Period.
Land used fees	The Company shall pay land use fees to EPGE with the rate of 12,141 USD per acre per year for the portion of land actually used by the Power Plant.

Each Party, acting in good faith, shall cooperate with relevant authorities and obtain all necessary approvals to approve the terms of draft PPA so as to enable it to enter into full effect within [150] days from the Commencement Date. If the draft PPA needs to make the revision upon comments of any governmental authority, the Parties will meet and discuss in good faith a fair compromise. Prior to the execution of the PPA for the 400 MW Power

Plant each Party shall co-operate with the relevant authorities to do all things that will be reasonably necessary for the implementation of the Project.

EPGE acknowledges that the Company shall invest into the Project and commence works from the date of LoA in accordance with the LoA and tender documents, and agrees that if the PPA is not entered into between the Parties within [150] days or if later as extended by both Parties after issuance of LoA, or the Project is cancelled in each case for the reason not attributable to the Company, EPGE will do all things necessary to i) revive the Project and ii) cooperate with the Company to mitigate costs and losses that is incurred by the Company.

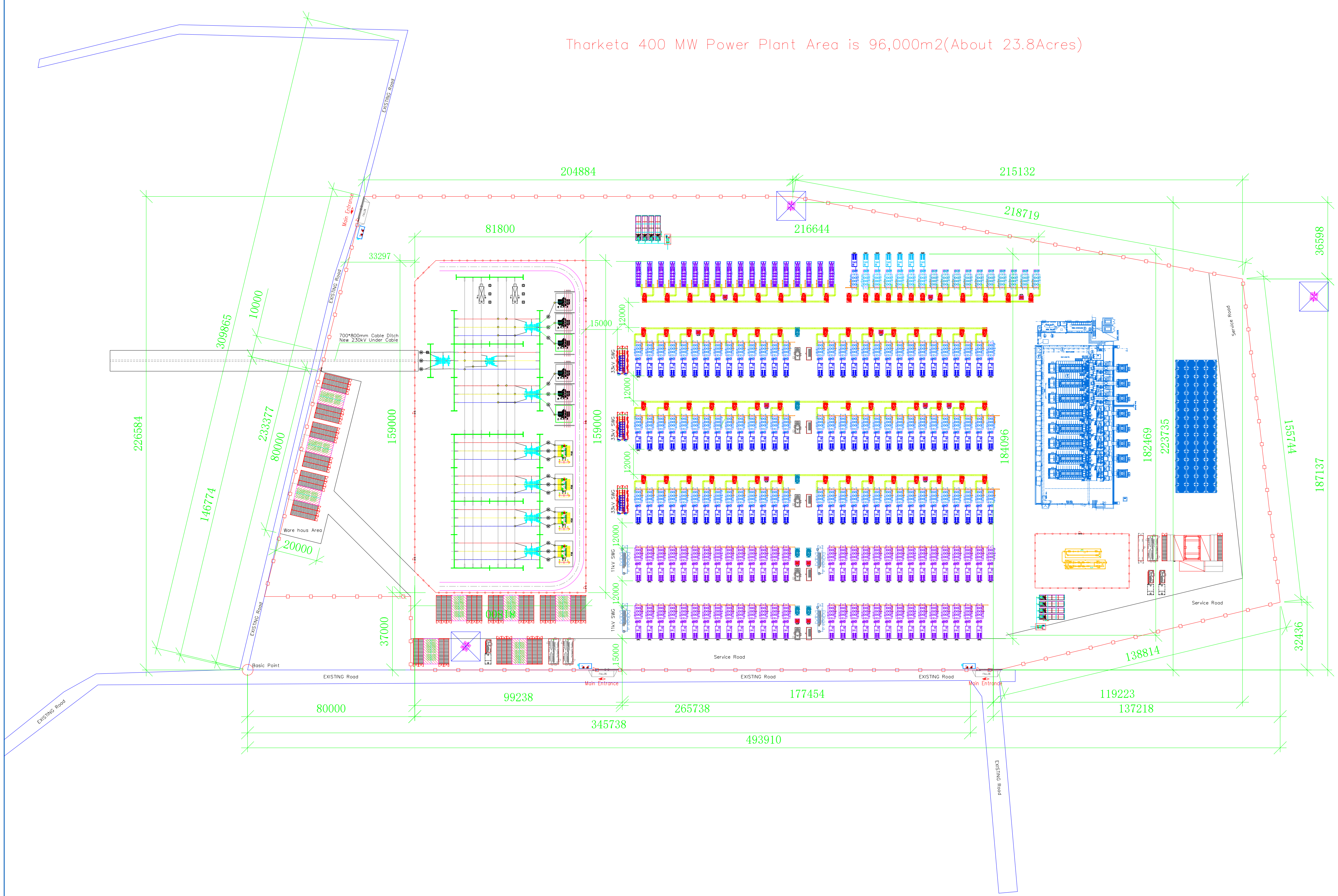
The duly authorized representatives of each of the Parties have signed this LoA at the place and on the date written above.

LoA is issued by:	LoA is accepted by:
Electric Power Generation Enterprise	For and on behalf of the Company
Than Naing Oo Managing Director Electric Power Generation Enterprise	Mr. Ma Yongtao and Mr. Ng Wing Fai Oscar Authorized representatives of the Company

VPOWER GROUP HOLDINGS LIMITED

VPOWER HOLDINGS LTD.

中国技术进出口集团有限公司
CHINA NATIONAL TECHNICAL IMPORT & EXPORT CORPORATION
(6)



REV:	DESCRIPTION:	BY:	CK:	AP:	DATE:
0	FIRST ISSUE	RY	WW	HXK	09.09.2019

Power Generation Solution Provider
VPOWER GROUP
Units 2019-2015,20/F, Tower 1, MetroPlaza
223 Hing Fong Road, Kwai Chung,N.T. Hong Kong
Tel : (852) 2687 6517 Fax : (852) 2687 6584
Website : www.vpowerhk.com

CLIENT: Electric Power Generation Enterprise (EPGE)

CONTACTOR: Electric Power Generation Enterprise (EPGE)

DRAWN: RY | CHECKED: WW | APPROVED: HXK | REVISION: 0

PROJECT NAME: 400 MW Power Plant Project in Tharketa

DRAWING TITLE: Master General Arrangement

SCALE: 1:3300 | SHEET SIZE: A3 | SHEET NO: 1 OF 1

PROJECT NO: GC0059/19 | STATUS: FIRST ISSUE

DRAWING NO: GC0059/19/MGA/002



VPower Group International Holdings Limited

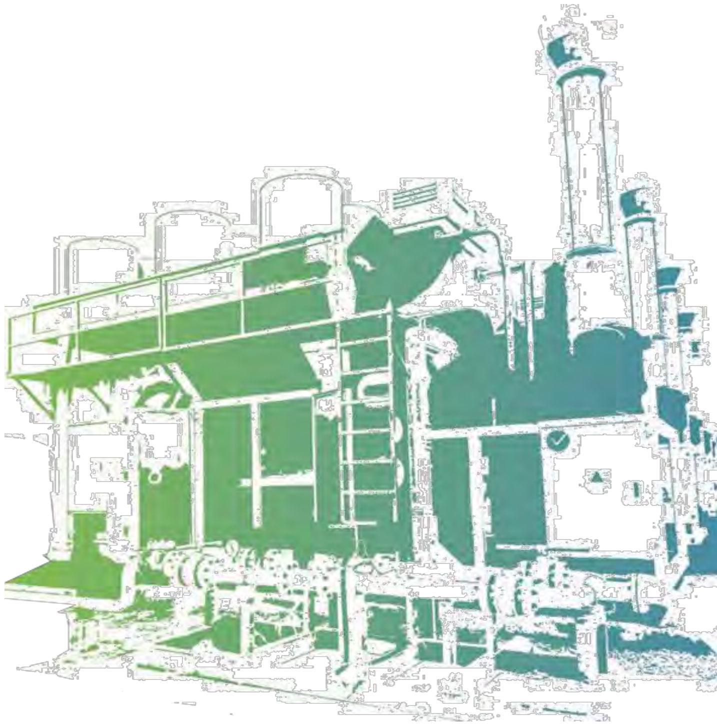
HKEx Stock Code: 1608

About VPower Group

Headquartered in Hong Kong, VPower Group is an expert in the Distributed Power Generation (DPG) industry specializing in the provision of engine-based power solutions

We are principally engaged in two businesses, namely 1) System Integration (SI) business, in which the Group designs, integrates and sells gas-fired and diesel-fired engine-based gen-sets and power generation systems, utilizing proprietary system designs and integration capabilities of the Group; and 2) Investment, Building and Operating (IBO) business, in which the Group invests in, builds, leases and operates distributed power stations to deliver electricity

Currently, we operates more than 10 power stations in Indonesia, Myanmar, Bangladesh, Peru and China, and is going to expand into Brazil, Sri Lanka, and the United Kingdom



Shareholder Structure & Strategic Shareholders

中国中车 CRRC
CRRC Corp Ltd
(HK Stock Code: 1766)
3.0%

The Founder Group
70.5%

CITIC Ltd
(HK Stock Code: 0267)
8.0%

Others
18.5%

VPower Group International Holdings Limited
(HK Stock Code: 1608)

中信 CITIC



CITIC LIMITED
STOCK CODE: 0267

中国中车 CRRC



CRRC CORPORATION LIMITED
STOCK CODE: 1766

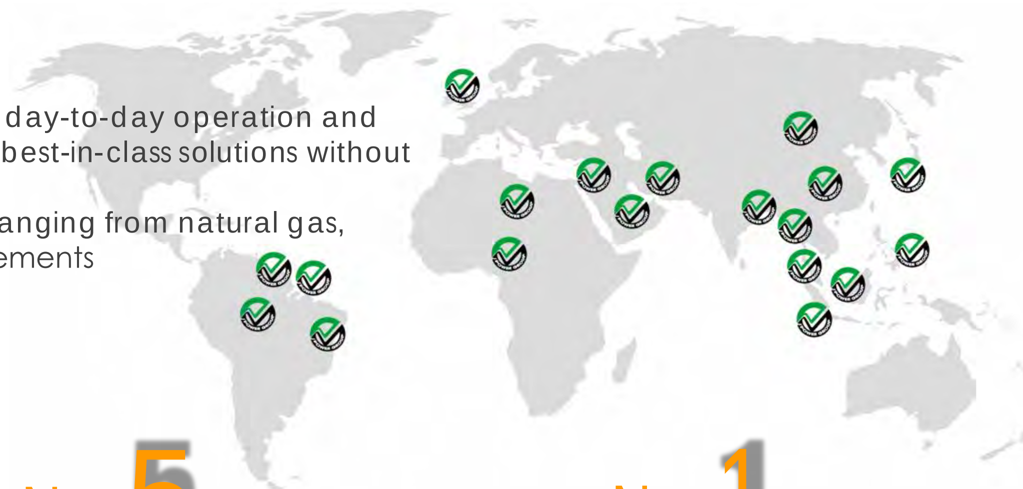
- Listed on the Hong Kong Stock Exchange: 2016
- Market Capitalization: ~USD1.07 billion*

* As at 14 November 2018

Global Presence

Over 800 MW installed and planned install capacity

- International Network
  - Offices in China, Singapore, Indonesia, Myanmar, and Peru
  - Networks in Brazil, UK and the Middle East
- Turnkey Solution Provider
  - From provision of personnel, equipment to the day-to-day operation and regular maintenance, the Group provides the best-in-class solutions without any hassle
  - Global fleet is powered by a diverse fuel mix, ranging from natural gas, biogas, diesel to HFO, based on clients' requirements



No. 1
Gen-set system integration provider in Asia

No. 5
Gen-set system integration provider globally

No. 1
Gas-fired DPG station owner and operator in Southeast Asia, Indonesia and Myanmar

Platform Established with CITIC Pacific

Tamar VPower Energy Fund I – Seizing Synergistic Opportunities in Energy Sector

- Established in January 2018 with CITIC Pacific
- Invested around USD97 million into the Fund in 2018
- Focus on business opportunities in the energy sector in the Belt and Road Initiative countries
- Already invested in 3 companies since its establishment

BYRNE – Byrne Equipment Rental LLC

- One of the most diverse equipment rental suppliers in the Gulf Cooperation Council region
- More than 10,000 items of plant and 15 operational bases
- A broad variety of clients in different sectors including oil and gas, construction and infrastructure, events, industrial and manufacturing and marine and ports throughout the GCC region

Provide a readily available platform for **VPower's** business expansion in the Middle East

ORCAN

- A clean technology company based in China
- Specializing in efficient energy solutions based on Organic Rankine Cycle (ORC) technology for the conversion of waste heat into electricity

Enhance the efficiency of our power generation solutions

Keyuan Power

- A power equipment and solution manufacturer with strategic location and comprehensive facilities, including research and development center, assembly equipment and test equipment

Advance technological development of our power generation systems

Our Businesses

System Integration ("SI")

Designing, Integrating and Selling Gen-Sets, Power Generation Systems ("PGSs") and Ancillary Equipment.



ICC Data Center Back-up Power
Hong Kong



Railway – Qinghai-Tibet Highland
China

Under our SI business, we design, integrate and sell engine-based gen-sets, ancillary equipment and Power Generation Systems.

Our customer base comprises of both industrial-grade and utility-grade distributed power stations owners located mainly in the PRC, Singapore, Hong Kong, UAE, South Korea and Southeast Asia

Applications span across government, residential and commercial buildings; data centers, hotels; construction and mining operations; railway and telecommunications projects

Invest, Build and Operate ("IBO")

Developing, Owning and Operating Fast-Track Distributed Power Generation ("DPG")



Kyauk Phyu II
Myanmar



Jambi
Indonesia

Under our IBO business, we focus on utility-grade Decentralised Power Generation plants that supply to the Grid

We work closely with local partners, suppliers and other industry players to offer world class solutions to governments and their electricity bureau

We are now the leading DPG owner and operator in Indonesia and Myanmar. We have a global fleet of over 800MW installed and planned install capacity

Project Credentials

NATURAL GAS FIRED DISTRIBUTED POWER GENERATION STATION

Country	Location	Installed Capacity	Type	COD	Connection	
Indonesia	Pekanbaru	20 MW	Modular	4Q2012	Grid	20kV
Indonesia	Pekanbaru	66 MW	Power House	2Q2014	Grid	20kV
Indonesia	Jambi	56 MW	Power House	3Q2016	Grid	20kV
Indonesia	Rengat	20 MW	Modular	3Q2017	Grid	20kV
Myanmar	Kyauk Phyu I	50 MW	Modular	1Q2015	Grid	230kV
Myanmar	Kyauk Phyu II	50 MW	Modular	1Q2016	Grid	230kV
Myanmar	Myingyan I	150 MW	Modular	2Q2016	Grid	230kV
Myanmar	Myingyan II	110 MW	Modular	1Q2019	Grid	132kV
Myanmar	Yangon	5 MW	Modular	1Q2019	Grid	33kV
UK	Doncaster	20 MW	Modular	3Q2019	Grid	33kV

BIOGAS FIRED DISTRIBUTED POWER GENERATION STATION

Country	Location	Installed Capacity	Type	COD	Connection	
China	Shandong	8 MW	Modular	3Q2018	Island	10kV

DIESEL FIRED DISTRIBUTED POWER GENERATION STATION

Country	Location	Installed Capacity	Type	COD	Connection	
Bangladesh	Dhaka	59 MW	Modular	3Q2014	Grid	33kV
Indonesia	Medan	54 MW	Modular	1Q2017	Grid	20kV
Brazil	Manaus	70 MW	Modular / Power House	2Q2019	Grid	13.8kV
Sri Lanka	Hambantota	29 MW	Modular	2Q2019	Grid	33kV
Sri Lanka	Horana	29 MW	Modular	2Q2019	Grid	33kV

HFO FIRED DISTRIBUTED POWER GENERATION STATION

Country	Location	Installed Capacity	Type	COD	Connection	
Peru	Iquitos	80 MW	Power House	4Q2017	Grid	60kV

Myanmar IBO Projects

IBO Project
Kyauk Phyu I & II, Myanmar (100MW)

Project	: Kyauk Phyu I
Project Type	: Base Load
Engine Type	: MTU High-Speed
Fuel Type	: Pipeline Natural Gas
Housing	: 40-Foot ISO-Containerized
Ultimate off-taker	: Myanmar Electric Power Enterprise (MEPE)

Project	: Kyauk Phyu II
Project Type	: Base Load
Engine Type	: MTU High-Speed
Fuel Type	: Pipeline Natural Gas
Housing	: 20-Foot ISO-Containerized
Ultimate off-taker	: Myanmar Electric Power Enterprise (MEPE)





IBO Project
Myingyan I, Myanmar (150MW)

Project	: Myingyan
Project Type	: Base Load
Engine Type	: MTU High-Speed
Fuel Type	: Pipeline Natural Gas
Housing	: 20-Foot and 40-Foot ISO-Containerized
Ultimate off-taker	: Myanmar Electric Power Enterprise (MEPE)





Myanmar IBO Projects

Myingyan II, Myanmar (110MW)

Group's First Distributed Power Plant Incorporated with Organic Rankine Cycle (ORC)





Indonesia IBO Projects

IBO Project
Jambi, Indonesia (56MW)

Project	: Jambi
Project Type	: Base Load
Engine Type	: Bergen Medium-Speed
Fuel Type	: Pipeline Natural Gas
Housing	: Power House
Ultimate off-taker	: Perusahaan Listrik Negara (PLN)

PLN



IBO Project
Pekanbaru, Indonesia (86MW)

Project	: Teluk Lembu I
Project Type	: Base Load
Engine Type	: MTU High-Speed
Fuel Type	: Pipeline Natural Gas
Housing	: 40-Foot ISO-Containerized
Ultimate off-taker	: Perusahaan Listrik Negara (PLN)

Project	: Teluk Lembu II
Project Type	: Base Load
Engine Type	: Bergen Medium-Speed
Fuel Type	: Pipeline Natural Gas
Housing	: Power House
Ultimate off-taker	: Perusahaan Listrik Negara (PLN)

PLN





Large to Medium Scale Project References















Major Partners & Suppliers

MTU and Rolls-Royce Power Systems are Our Global Partners





CNTIC has a Strong Cooperative Relationships with VPower Group

CNTIC is a PRC state-owned enterprise, which specializes in providing overseas EPC services including construction power projects in a number of emerging markets, including Indonesia, Myanmar, Bangladesh, Middle East, Africa, Latin America and other Belt and Road Initiative countries

Full Force To Provide Power 24/7

VPOWER GROUP



GAS TO POWER

ENLIGHTENING THE FUTURE

